



Bob Riley
Governor

DEPARTMENT OF ECONOMIC AND COMMUNITY AFFAIRS

John Harrison
Director

**RECREATIONAL PROGRAMS
ADMINISTRATIVE MANUAL**

Published
August 2003

**ALABAMA DEPARTEMNT OF ECONOMIC AND COMMUNITY AFFAIRS
RECREATION PROGRAMS DIVISION
401 ADAMS AVENUE
P.O. Box 5690, Suite 500
Montgomery, Alabama 36103**

Jon Strickland
Recreational Programs Manager
334-242-5483-Phone
334-242-3381-Fax
jons@adeca.state.al.us

This manual can be found at: www.adeca.state.al.us

CIVIL RIGHTS ACT OF 1964Title VI (42 U.S.C. 2000 (d));

NO PERSON IN THE UNITED STATES SHALL ON THE
GROUNDS OF RACE, CREED, COLOR, SEX, AGE OR NATIONAL ORIGIN,
BE EXCLUDED FROM PARTICIPATION IN, BE DENIED THE
BENEFITS OF, OR BE SUBJECTED TO DISCRIMINATION
UNDER ANY PROGRAM OR ACTIVITY RECEIVING
FEDERAL FINANCIAL ASSISTANCE."

Title VI is directed at recipients of Federal financial assistance, and concerns itself with nondiscrimination to the ultimate beneficiaries of that assistance. Regulations of the U.S. Department Transportation strictly prohibit unlawful discrimination in departmental federally assisted programs on the basis of race, color, national origin, age or handicap. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of Federal assistance should write to:

Director
Office of Equal Opportunity
U.S. Department of the Interior
Washington, DC 20204

The development and publication of this document has in part been financed with Federal monies furnished by the National Park Service through the Recreational Trails Program.

TABLE OF CONTENTS

PART 1	GENERAL INFORMATION	
Section 1	Definition of Terms	6
Section 2	Pre-Agreement Planning	10
Section 3	Project Alterations and Amendments	10
Section 4	Project Suspension and Termination	10
PART 2	ACQUISITION	
Section 1	Acquisition Procedures	11
Section 2	Required Acquisition and Appraisal Documents	12
Section 3	Considerations to be to Property Owners and/or Tenants	13
Section 4	Standard Report Outline Appraisals	14
Section 5	Documentation for Reimbursement	23
	Acquisition Checklist	23
PART 3	DEVELOPMENT	
Section 1	Trail Design Considerations	24
	Key Requirements for an Accessible Trail	26
Section 2	Facility Design	28
Section 3	Project Acknowledgment (Sign)	29
Section 4	Utility Lines	32
Section 5	Beginning Construction	32
Section 6	Supervision and Inspection	32
PART 4	FINANCIAL MANAGEMENT	
Section 1	Introduction	32
Section 2	General Requirements	33
Section 3	Competitive Bids (Formal Advertising)	40
Section 4	Small Purchase Procedures	44
Section 5	Contract Compliance	46
PART 5	ALLOWABLE COST AND REQUIRED DOCUMENTATION	
Section 1	Personal Services	47
Section 2	Fringe Benefits	48
Section 3	Consultants Services	49
Section 4	Travel	49
Section 5	Materials and Supplies	49
Section 6	Equipment Purchases	52
Section 7	Force Account and Inkind Equipment Use	53
Section 8	Equipment Rental	54
Section 9	Real Property	54
Section 10	Contract Construction	54
Section 11	Informational Signage	55

Section 12	Administration and Engineering	55
Section 13	Miscellaneous	55
PART 6	BILLING PROCESS	
Section 1	Billing General	56
Section 2	Final Billing (Closeout of Grant)	58
Section 3	Audits	59
Section 4	Record Retention	60
PART 7	INCOME	
Section 1	Income During Project Period	60
Section 2	Income After Project Period	60
PART 8	RESPONSIBILITIES AFTER COMPLETION	
Section 1	Retention and Use Regulations	61
Section 2	Post Completion Inspections	62
Section 3	Future Development	62
Attachment I	Contractors Compliance Statement	64
Attachment II	Certification of Nonsegregated facilities	65
Attachment III	E.O. 11246 Notice of Requirements for Affirmative Action	66
Attachment IV	Executive Order 11246	68
Attachment V	Veterans Employment Emphasis	77

GENERAL INFORMATION**SECTION I****DEFINITION OF TERMS**

The following terms or expressions are associated with the Land and Water Conservation Fund Program (LWCF) and the Recreational Trails Program (RTP) and may or may not be familiar to the reader. Similarly, their meanings, as related to RTP may not be consistent with their dictionary or commonly accepted meanings. You are, therefore, urged to become familiar with these terms and definitions and their relationship to the proper implementation and administration of the LWCF/RTP Program in Alabama.

- **ACT:** The Act of Congress entitled "The Transportation Equity Act for the 21st Century (TEA-21)". This Act authorized the Recreational Trails Program (RTP) as a Federal-aid program and codified it in Federal Statutes under section 206 of title 23, United States Code (23 U.S.C. 206). TEA-21 replaced the Intermodal Surface Transportation Efficiency Act of 1991, which authorized the National Recreational Trails Program (also known as the Symms Act).
- **ACCOUNTING SECTION:** The Section within the Alabama Department of Economic and Community Affairs which processes all requests for reimbursement of LWCF/RTP project-related expenditures.
- **ACQUISITION PROJECT:** The acquisition of real property (land or water or interest and rights therein) for a viable, well-defined **recreation** purpose.
- **ADECA:** Alabama Department of Economic and Community Affairs (ADECA) is the state agency responsible for administering the Recreational Trails Fund Program (RTP) and the Land and Water Conservation Fund (LWCF) programs in Alabama.
- **ALLOWABLE COSTS:** As a general rule, allowable costs are the costs incurred during the project period which are specifically identifiable to the LWCF/RTP project and comply with state and federal circulars, rules and regulations. These items would be the reimbursable items associated with the LWCF/RTP programs.
- **AMENDMENT:** An official alteration of the project agreement between the funding unit and the project sponsor, that when signed, modifies the agreement in a specified manner.
- **APPLICATION:** The document submitted by a project sponsor when applying for LWCF/RTP assistance. The application document becomes part of the project agreement.
- **CASH CONTRIBUTIONS:** The subgrantee's cash outlay including employee salaries, cash contributions to the grantee by other public agencies, private organizations, and individuals,.
- **CASH EXPENDITURE:** An expenditure of actual sponsor funds (a cash outlay, a written check) that is specifically and exclusively chargeable to the LWCF/RTP project.

- **CLOSEOUT:** The close-out of a grant is the process by which ADECA and the project sponsor determine that all applicable administrative actions and all work required to be performed under the grant have been completed.
- **COMBINATION PROJECT:** The acquisition of real property and the subsequent development of outdoor recreation facilities in a single project.
- **CONVERSION:** The use of a LWCF/RTP protected site for non-outdoor-recreational purposes. A conversion occurs when a LWCF/RTP assisted facility is wholly or partially converted to other than public outdoor recreation uses. Section 6(f)(3) of the LWCF Act prohibits the non-recreational use of protected LWCF/RTP sites and facilities without the prior written approval of the Secretary of the U.S. Department of the Interior. The LWCF Act's conversion provisions protect the park from being converted to non-recreation uses, regardless of the amount of LWCF/RTP money committed to the project.
- **DEVELOPMENT PROJECT:** A scope of work which includes the development of trail resources, structures, utilities, or support facilities necessary for the outdoor recreational use of an area.
- **DISALLOWED COSTS:** Disallowed costs are those charges to a LWCF/RTP grant which ADECA determines to be ineligible under generally accepted auditing standards, ADECA and Federal policies and regulations.
- **FAIR MARKET VALUE:** The value of property as established by a certified appraiser in accordance with the Uniform Appraisal Standards for Federal Land Acquisitions.
- **FEDERAL HIGHWAY ADMINISTRATION:** The agency within the U. S. Department of Transportation charged with the responsibility for administering the RTP at the Federal level.
- **FINAL BILLING:** The last request for reimbursement of allowable costs submitted by a project sponsor.
- **FINAL ON-SITE INSPECTION:** A final, comprehensive evaluation of the LWCF/RTP project by ADECA personnel, prior to reimbursement of funds requested in the sponsor's final billing. The purpose of this inspection is to determine if the facility (as built) was developed in accordance with the project agreement and existing construction standards and recreation design criteria.

- **FUNDING UNIT:** The funding unit is the Recreational Programs Division of the Alabama Department of Economic and Community Affairs. The address is ADECA, 401 Adams Ave., Montgomery, Alabama 36103. The LWCF/RTP Program Manager is Jon Strickland. He can be reached at the same address or by PHONE—334-242-5483 or FAX—334-242-3381 or [email—jons@adeca.state.al.us](mailto:jons@adeca.state.al.us).
- **GRANT AGREEMENT:** A fully executed contractual agreement between the State of Alabama through ADECA, and the local project sponsor setting forth the mutual obligations with regard to a portion or all of a specific LWCF/RTP project. It also includes, by reference, the Recreational Programs Administrative Manual.
- **LAND AND WATER CONSERVATION FUND (LWCF) ACT OF 1965 as amended (78 Stat. 897):** The source for protection of LWCF assisted sites through attachment of Section 6 (f)(3)—Limitation of Use Provision—to LWCF assisted property records.
- **LIMITATION OF USE PROVISION:** Section 6(f)(3) of the Land and Water Conservation Fund Act of 1965. "The property identified in this deed has been acquired and/or developed with federal financial assistance provided by the National Park Service of the U. S. Department of the Interior in accordance with the Land and Water Conservation Fund Act of 1965, as amended, 16 U.S.C. 4601-5 et seq. (1970 ed.). Pursuant to a requirement of that law, this property may not be converted to other than public outdoor recreation uses (whether by transfer, sale, or in any other manner) without the express written approval of the Secretary of the Interior. By Law, the Secretary shall approve such conversion only if he finds it to be in accord with then existing Statewide Comprehensive Outdoor Recreation Plan and only upon such conditions as he deems necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location." (See Conversion)
- **MANUAL:** As used herein, the term manual refers to the Recreational Programs Administrative Manual. It is incorporated into the LWCF/RTP grant agreement.
- **NATIONAL PARK SERVICE (NPS):** The unit of the United States Department of the Interior charged with administering the Land and Water Conservation Fund.
- **NATIONAL RECREATIONAL TRAILS FUND ACT of 1991, as amended (16 U.S.C. 1261):** Authorizing legislation for the National Recreational Trails Fund Program which made funds available for trails and trail-related projects prior to enactment of TEA-21).
- **PLANS AND SPECIFICATIONS:** The detailed working drawings and technical specifications necessary to guide the construction, determine the scope of the work, and provide a firm basis for competitive bidding and contractual obligations. Plans and specifications shall be submitted to ADECA for compliance review prior to the letting of contracts and construction.
- **PROJECT AGREEMENT:** The project agreement establishes the framework for accomplishing each LWCF project and is negotiated between National Park Service and the State.

- **PROJECT BOUNDARY AREA:** The project boundary area is the park, area being acquired, developed, or added to with federal assistance and identified in the project boundary area map, property records, and project narrative. In no case will the boundary area be less than that acquired or developed with LWCF/RTP assistance.
- **PROJECT BOUNDARY MAP:** The project boundary map defines the legal project area acquired and/or developed with LWCF/RTP assistance and is the area protected by Section 6(f)(3) of the LWCF Act.
- **PROJECT COMPLETION DATE:** The project completion date is the date when all work under the grant (including the installation of the project sign or plaque) is completed, or the ending date of LWCF/RTP assistance as specified on the project agreement, or any amendment thereto, whichever comes first.
- **PROJECT PERIOD:** The project period is the span of time, stipulated in the project agreement, during which eligible costs may be incurred. Costs incurred prior to the beginning of the project period or after the end of the project period are not eligible for reimbursement.
- **PROJECT SCOPE:** The project scope is a brief, narrative statement describing the specific development or acquisition to be accomplished by the sponsor with LWCF/RTP assistance. The project scope is set out in the project application and is incorporated into and made a part of the Project Agreement. The incorporation of the project scope into the Project Agreement legally obligates the local project sponsor to develop the project as described. Any substantive change in the project scope requires ADECA prior approval and a formal amendment.
- **RECREATIONAL TRAILS PROGRAM (RTP):** The program as codified in 23 U.S.C. 206.
- **STATEWIDE COMPREHENSIVE OUTDOOR RECREATION PLAN (SCORP):** The SCORP is a comprehensive evaluation of the current and future demand for and supply of outdoor recreation resources and facilities in the State.
- **SPONSOR** (also grantee, LWCF/RTP participant, local sponsor, project sponsor, sub-recipient): The governmental entity that applies for, receives, and is responsible for the administration of the LWCF/RTP assisted project.
- **TERMINATION:** The cancellation of LWCF/RTP assistance, in whole or in part, at any time prior to the end of the project period.
- **THIRD PARTY IN-KIND CONTRIBUTIONS:** Represent the value of non-cash contributions provided by agencies, individuals or organizations other than the sponsor. In-kind contributions may consist of the value of services directly benefiting and specifically identifiable to the project. **THIRD PARTY IN-KIND CONTRIBUTIONS OF EQUIPMENT, SUPPLIES AND SERVICES ARE EXPRESSLY EXCLUDED FROM ALL LWCF/RTP PROJECTS WITHOUT PRIOR FUNDING UNIT APPROVAL.**

- **UNIFORM RELOCATION ACT:** The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P. L. 91-646) [41 CFR 114-50] establishes a uniform policy for the fair treatment of owners and/or tenants displaced as a result of land acquisitions funded by Federal-aid programs.
- **WAIVER OF RIGHT TO JUST COMPENSATION:** A signed statement by a property owner, or owner's designated representative, waiving his/her right to just compensation (payment of fair market value).

-

SECTION 2**PREAGREEMENT PLANNING**

No preagreement costs are eligible for reimbursement under the LWCF/RTP Program. However, certain preagreement planning costs may be reimbursable by the LWCF/RTP program with prior approval of the funding unit.

SECTION 3**PROJECT ALTERATIONS AND AMENDMENTS**

No changes in the original Project Agreement involving changes in the project scope, revisions in cost estimates, or extensions in project period can be made without prior approval of ADECA. Such changes require an amendment to the original agreement. The amendment must describe those terms of the original agreement that are to be altered or added to.

All proposed deviations from the original project agreement must be initiated by notifying ADECA in writing. ADECA will approve or reject the change and, if approved, assist in the amendment process. If the amendment is approved and signed by the Director of ADECA, it will become a part of the agreement and supersede it in the specified matters.

SECTION 4**PROJECT SUSPENSION AND TERMINATION****Project Suspension**

The suspension of a grant is an action by ADECA or the Federal administering agency which temporarily suspends Federal and state assistance, pending corrective action by the project sponsor.

Termination

The termination of a project means the cancellation of Federal assistance, in whole or in part, of a project at any time before the date of completion.

Termination for Cause

Any project may terminate in whole, or in part, at any time before the date of completion, whenever it is determined that the sponsor has failed to comply with the conditions of the grant. ADECA will

promptly notify the project sponsor in writing of the determination and the reasons for the termination, together with the effective date.

Payments to a project sponsor may be withheld by ADECA for failure to comply with either program objectives or grant award conditions. ADECA may, upon reasonable notice, inform the sponsor that payments will not be made for obligations incurred after a specified date if the conditions are not corrected.

Termination for Convenience

ADECA may terminate grants in whole, or in part, when both parties (State and subgrantee) agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The sponsor shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The State will allow full credit to the local sponsor for the LWCF/RTP share of the non-cancelable obligations, properly incurred by the sponsor prior to termination. An amendment to the project is required for all terminations for convenience.

PART 2

ACQUISITION

ACQUISITION PROCEDURE - APPRAISAL REPORTS

The Uniform Relocation and Real Properties Acquisition Policies Act of 1970, (P.L. 91-646) is the basic Federal law dealing with the rights and privileges of property owners and tenants. Other State and Federal regulations govern the acquisition procedure, specify documentation required to ensure compliance with (P.L. 91-646), and outline the appraisal report format.

These procedures are outlined below in three sections. The first section describes the basic land acquisition procedure; the second section delineates the material required by the State to be submitted with the application; and the third section explains the considerations that must be afforded the tenant(s) or owner(s) of the property to be acquired.

SECTION 1

LAND ACQUISITION PROCEDURE

1. Review all procedures with Grant Unit considering timing, options and consequences. If necessary, arrange for a meeting with the Grant Unit to ensure that correct procedures will be followed when acquiring land.
2. Contact the owner to see if land is for sale. At this point, the applicant inquires only as to the availability of the property. **DO NOT OFFER TO PURCHASE.**
3. Determine if relocation of residents is involved. **CONTACT GRANT UNIT IF OWNERS OR TENANTS ARE RESIDING ON THE LAND.**

4. With the guidance of the Funding Unit, advise Owner(s) and/or tenant(s) of their rights under P.L. 91-646.
5. Select a competent, qualified appraiser (MAI appraiser preferred) who has demonstrated a capability to prepare an appraisal report which meets the attached format. (See Section 4).
6. Notify the property owner of his/her right to accompany the appraiser when he makes an inspection of the property. It is suggested that this notification is sent by "registered U.S. Mail, signed receipt requested," as the letter and the receipt is necessary for documentation of the notification. If another method of notification is used, a written statement signed by the owner stating that he was notified of his right to accompany the appraiser can be submitted to the Funding Unit as documentation.
7. Have the property appraised (**Only if project is selected for assistance**). Have the appraiser complete an appraisal report using the format below. The cost of the appraisal report is not an eligible project cost.
8. Submit the appraisal report to the Grant Unit for review and approval. The report must be accompanied by a check in the amount of \$275.00, made payable to the Alabama Department of Transportation, to cover the cost of review appraisal. Review of the report may result in additional cost to the sponsor.

SECTION 2**ACQUISITION AND APPRAISAL DOCUMENTS**

1. Evidence that the property owner was given the opportunity to accompany the appraiser when he inspected the property.
2. A five-year History of Conveyance. This is a listing of all transactions involving the property for a period of at least five years. Be sure that the dates of conveyances, names of parties involved, and the amount of consideration is included in the appraisal report.
3. Title Opinion or Title Insurance. A title opinion dated for the day of closing or title insurance is required for all LWCF/RTP assisted acquisitions.
4. Appraisal Report.
5. A check in the amount of \$275.00 made payable to the Alabama Department of Transportation for the cost of the review appraisal.

Several errors consistently have been made when completing this step of the acquisition process.

- The most common error involves inadequate appraisal reports which generally occur when a project sponsor retains the services of an appraiser who is not qualified to perform the appraisal or fails to fully inform the appraiser of all federal and state requirements. In order to avoid this

problem, the sponsor should fully inform the appraiser of all requirements including furnishing him/her with a copy of the Uniform Appraisal Standards for Federal Land Acquisitions.

- The five-year history of conveyance is often omitted from the appraisal report. The State reviewer will not approve any appraisal report which does not include this information.
- Appraiser fails to include a location map and photographs of the site to be acquired and the comparable sales used to estimate its value.
- Finally, the appraisals often do not include documented proof that the property owner has been given the right to accompany the appraiser when the property is being inspected for appraisal purposes.

In order for the project sponsor to be eligible to receive reimbursement of real property expenditures, the property must be acquired during the approved project period). If it is necessary for some reason to take title to the property prior to formal approval, please contact the Funding Unit before taking any action.

SECTION 3 CONSIDERATIONS TO BE AFFORDED TO PROPERTY OWNERS AND/OR TENANTS

When real property is being acquired for public recreational use under the LWCF/RTP program, the project sponsor must be cognizant of its responsibility to ensure that property owners and/or tenants are treated fairly and afforded all due consideration throughout the acquisition and/or relocation process. The acquisition and relocation process is more specifically defined in the Uniform Relocation and Real Properties Acquisition Policies Act of 1970 (P.L. 91-646). The points listed below should be taken into consideration prior to initiating any action to acquire real property.

1. Every effort shall be made to acquire property expeditiously through negotiation.
2. Property owner cannot be dispossessed until he has received the agreed purchase price or the appraised amount has been deposited in court.
3. Project construction should be scheduled so that the property owner shall receive 90 days written notice of the date a move is required.
4. If the owner or tenant retains possession after acquisition, the rental charged shall be the fair rental value to a short-term occupier.
5. Coercive measures shall not be used to compel agreement on price.
6. The acquiring agency shall offer to purchase the entire parcel of property if the proposed acquisition would leave the property owner with an uneconomic remnant.
7. As soon as practicable after payment of purchase price or deposit in court, the acquiring agency must reimburse the owner on a fair and reasonable basis for: a) conveyance expenses, b) penalty costs for prepayment of existing mortgages, c) pro rata share of real

property taxes, and d) all other cost of moving, replacement of housing and/or business, and related expenses for which the owners and/or tenants are entitled to receive under the law.

SECTION 4**STANDARD REPORT OUTLINE APPRAISALS****INTRODUCTION**

1. The report shall be labeled on the outside cover in such a manner as to identify the area, the appraiser, and the date of the report.
2. Letter of transmittal (including opinion of value).
3. Title Page.
4. Table of Contents.
5. Summary sheets of Salient Facts and Conclusion, to include:
 - a. Name of Project (State designation).
 - b. Location (County and State).
 - c. Ownership and tract number (historical name of property and/or owner and State designated tract number, if any).
 - d. Highest and best use.
 - e. Effective date of appraisal (as of last day in field unless otherwise instructed).
 - f. Date of property inspection (if with landowner or his representative - identify).
 - g. Interest under appraisal (fee, fee less minerals, fee less stumpage, easement, etc.).
 - h. Size (in acres unless otherwise evaluated; or taking within a larger parcel, if both appraised).
 - i. Fair market value estimates (total and per acre for taking and whole, if both appraised). When severance is involved, identify any amount determined to be for damage to the remainder).
6. Representative photograph(s) of subject. Required if improvements are located on site.
7. Statement of encumbrances (limiting conditions and assumptions).
8. Statement of co-authorship (acknowledge assistance received by persons in arriving at the analysis, conclusions or opinions concerning real estate contained in the appraisal report).
9. Purpose and functions of the appraisal. This shall include the value required (fair market value) and the property rights (fee simple, mineral interest, etc.).
10. Date of inspection. Indicate the dates of visitation to the subject. A definite statement is required that the owner accompanied the appraiser on the inspection or that an offer to him was made to do so.
11. Legal Description - The exact legal description should be presented in each report. If it is lengthy, make reference to it in the addenda of the report. If it is subject to survey, make that a condition of the valuation. If the applicant furnishes both survey and legal

description, the appraiser should state whether they conform; if not, state differences and which data were employed in making the valuation.

12. Neighborhood Analysis - This should be limited to mostly social, economic and physical area data which are pertinent to the valuation of the subject property. It should clearly and concisely demonstrate trends, growth, real estate patterns, neighborhood amenities, etc. Area and neighborhood data are normally presented before the property description.
13. Property Data
 - a. Site - describe, where critical to the valuation, the quantity, quality, and/or utilization of land cover types, soil, topography, mineral rights and deposits; leases, permits, access, utilities and easements, tidelands, overflow, meandered, accretion, and reliction lands and other pertinent physical characteristics. Also include a description of minor land improvements such as fencing, stock pond or wells, ditches, dikes, etc., as distinguished from buildings or major structural land improvements.
 - b. Improvements - describe by narrative or schedule forms the type, original and present utility, dimensions, composition, condition, age, renovation, etc., of building and/or major structural land improvements such as dams, reservoirs, irrigation systems, etc.
 - c. Dwelling Occupancy - for purpose of relocation assistance, the appraiser will include an identification of the occupant(s) and length of occupancy with their descriptions of individual dwelling.
 - d. Equipment - describe by narrative or schedule form the type, utility, state of cannibalization, obsolescence, etc., of all items of equipment being appraised as part of the realty. Also describe their repair or replacement requirements.
 - e. Other Components - describe other items being appraised as part of the realty such as timber products, crops, hunting and fishing rights, etc.
 - f. Five-Year History - present a brief and relatively recent market history of the subject including dates of conveyances, name of parties involved and amounts of consideration. It should also include any offers to buy or sell, condition and purpose of recent sales and/or general marketability of the subject. Parts of this brief discussion may be detailed later within the analysis or addenda portions or shown as an exhibit.
 - g. Assessed Value and Annual Tax Load - show the current assessment and dollar of real estate taxes. If the property is not placed upon the tax roll, state the rate, and give the dollar amount of the tax estimate.

- h. Zoning - describe the present zoning for the subject including any possible changes that may influence value. Also comment on the conformity of the subject with zoning.
14. Analysis of Highest and Best Use - The report shall state the highest and best use that can be made of the property (land and improvements and, where applicable, machinery and equipment) for which there is a current market. Include a definition of highest and best use within the analysis, as well as a description and justification of this use. The following situations require special consideration within the analysis of highest and best use:
- a. Conformity with Highest and Best Use - discuss whether present use of subject land and/or improvements are in conformity with the highest and best use.
 - b. Differing and/or Intensity Changes in Use -
 - 1. Partial Takings - when an appraisal is made of a partial taking, the highest and best use of both the larger parcel and the remainder must be individually considered and described. Differing uses or a change in the intensity of the present use may establish alternative evaluation approaches to the respective appraisal problems.
 - 2. Easements - when an appraisal is made for an easement, the highest and best use in the before and after condition should be considered and described. Differing uses or a change in the intensity of the present use may again establish alternative evaluation approaches.
 - c. Project Influence on Use - any decrease or increase in the utility of the property caused by the project for which the property is being acquired, other than physical deterioration, will be disregarded. The highest and best use should be estimated as though a new or changing project were not there.
 - d. Temporary or Interim Uses - if a change in use is imminent or very probable, as distinguished from highly speculative or remote, temporary or interim uses should be recognized and discussed because they also have an effect within subsequent evaluation processes.
 - e. Multiple Uses - compatible multiple uses may occur and should be identified and considered without pyramiding value.

VALUATION ANALYSIS AND CONCLUSIONS

15. Sales Promotion - It is recommended that the sales introduction and analysis follow discussion regarding highest and best use and proceed the approaches to value. They should also:

- a. Be described in detail in the addenda or exhibit portions. If sales are described in detail in the addenda or exhibit portions, a general introductory sales discussion is recommended here. Sales will also require adequate identification when referenced and/or used for comparison purpose in the respective approaches.
 - b. If sales are described in detail in the addenda or exhibit portions, a general introductory sales discussion is recommended here. Sales will also require adequate identification when referenced and/or used for comparison purposes in the respective approaches.
 - c. Be described in detail, wholly or partially analyzed and tabulated and/or graphed in the addenda or exhibit portions.
 - d. Be introduced prior to or within the Market Data Approach.
 - e. Be confirmed by the buyer, seller, broker or other persons having knowledge of the price, terms and conditions of sale and be so stated in the report.
16. Sales Maps) - This is (or these are) usually located in the exhibit section of the report. However, the appraiser should consider presenting sales maps with the sales analysis and/or comparisons if they add more credence in this part of the report. Where practicable, boundaries of sales will be plotted on a sales or area map (or maps) in a manner which allows a reader or reviewer to easily locate them "on the ground" during field inspections or reviews of the market area. Topographic quadrangle maps are preferred.
17. Selection and Application of Approach(es) - There are three generally recognized approaches to value in the appraisal of real property . These are (1) the Market Compatible Sales Approach, based on analysis of comparable sales and/or market data; (2) the Income Approach, based on capitalization of net income; and (3) the Cost Approach, based on replacement or reproduction cost (whichever would be applicable) of the improvements or buildings, less applicable depreciation, plus the value of the land. Appraisals will be based on one, two or all three of the approaches to value. The appraisal problem at hand will dictate those approaches best suited to support logically a market value estimate. The appraiser should discuss the reason for selecting the approach(es) to be used in the value estimate as well as the reasons for rejecting any of the three.
18. Correlation and Final Estimate of Value - One of the final steps in the analysis and conclusions portions of the report will be a narrative correlation of the indications of value into a final estimate of value. When correlating two or all three approaches take into account the type of property in relation to the adequacy of the data processed in each approach. This summary should explain the strengths and weaknesses of each approach and influence the weight to be given each one. Do not obtain a final estimate of value by averaging the individual indications. Instead, examine the spread between the minimum and maximum figures. Place the greatest emphasis on the approach which most reliably reflects local thinking and marketability. Then consider tempering this estimate with any reliance

placed on the other(s). Last, give the final estimate of value in a definite, unqualified statement.

19. Certification (if not included in letter of transmittal) - This paragraph concludes Part III of the report and shall contain the following statements, followed by the appraiser's signature:
 - a. That the appraiser has no undisclosed interest in the property, present or contemplated.
 - b. That the appraiser's employment and his compensation are not contingent upon the valuation found.
 - c. That he personally and thoroughly inspected the property.
 - d. That, according to the best of his knowledge, everything contained in the report is true, and that no important facts have been withheld or overlooked.
 - e. That the appraisal has been made in accordance with the standards of practice or code of ethics or the professional group or association in which he may hold membership.
 - f. That, in his opinion, the Fair Market Value (or other value required) is (amount) dollars, as of (date) (the last date of field work, unless otherwise instructed).

EXHIBITS AND/OR ADDENDA

In this section the appraiser should include those maps, plats, and photographs which are needed or of help in the valuation process and are in addition to those used in the body of the report to illustrate pertinent points. Also, such detailed data and information pertaining to the appraised property which is too long for the report body and may distract from a fluent comprehension, should be placed in this section. Some of the data included in this category may include:

20. Map of property, showing land boundaries and significant features, including location of tract or tracts appraised.
21. Comparable Sales Map(s)...here and/or in Part III.
22. Sales Data and/or Forms and Photographs...here and/or in Part III.
23. Photographs - pictures of the subject will be included. Where appropriate, photos of comparable properties should be included. Pictures of improvements shall show at least the front elevation of the major improvements, plus any unusual features. There should also be views of abutting properties on either side and that property directly opposite. Views of the best comparables should be included whenever possible. Except for the overall view, photographs may be bound as pages facing the discussion or description which the photographs concern. All graphic material should include captions.

24. Other pertinent Data - This may consist of property and vicinity statistical data, detailed soil descriptions, other photographs, deed records, etc.
25. Appraiser's Qualifications -
 - a. Professional experience.
 - b. Education background and experience.
 - c. Professional memberships.

The appraiser must be familiar with the Uniform Appraisal Standards for Federal Land Acquisition, from which the preceding outline was taken.

Following approval of the appraisal document by ADECA, present the owner a written offer to purchase the property at the appraised value (use the following Statement of Just Compensation). Notify occupants, if any, of relocation assistance provided under public Law 91-646. The offer to purchase and the notice to occupants must be documented. (CONTACT ADECA FOR FURTHER INFORMATION CONCERNING RELOCATION ASSISTANCE.) (NOTE: If the offer to purchase at appraised price is declined, the sponsor may negotiate to reach an acceptable selling price. If the negotiated price is within reasonable limits, whether higher or lower, a Statement of Difference in Value is needed. If the selling price is less than the appraised value, a Waiver of Right to Just Compensation must be completed and signed by the owners.

STATEMENT OF JUST COMPENSATION

Pursuant to the Land and Water Conservation Fund Act of 1965, the

_____ is now in the process of acquiring private property

(Sponsor)

necessary for _____. Title records indicate that you are

(Brief Purpose Statement)

the record owner of real property located in the State of Alabama, County of _____, more particularly described as follows:

Since your property is within the project area, it is necessary to acquire the property for this project. We are prepared to commence negotiations with you for the purchase of your property subject to any existing easements or restrictions of record and excepting and reserving the following interests which will not be acquired and for which no value is included in our estimate of just compensation:

In compliance with Section 301 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, and the Uniform Relocation Act of 1973, an estimate of just compensation in the amount of \$ _____ has been made for the interest to be acquired in the above-described property. This amount is based upon a State-approved appraisal prepared for the acquiring agency and is not less than the appraiser's opinion of fair market value which he determined after a personal inspection of your property, at which time, you or your representative were given the opportunity to accompany him.

The appraisal takes into consideration the location of your property, its highest and best use, current land sales of properties similar to your property, and other indicators of values, i.e.,

Just compensation includes an amount for the land, improvements, severance, if any, and other elements as follows:

LAND	_____
IMPROVEMENTS:	_____
Buildings	_____
Structures	_____
DAMAGE TO THE REMAINDER	_____
OTHER	_____
TOTAL	_____

Any increase or decrease in the market valuation caused by the public improvement or project for which the property is to be acquired, or by the likelihood that the project would be acquired for such improvement or project, other than that due to physical deterioration within the reasonable control of the owner, has been disregarded in making the determination of just compensation.

Signed _____
(Designated Official)

Title _____

Date _____

Received _____
(Owner or Representative)

WAIVER OF RIGHT TO JUST COMPENSATION

With reference to the acquisition of my real property, consisting of _____ acres in _____ County, State of Alabama:

(1) I have been informed of my rights and benefits under the Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970 (Public Law 91-646) and the Uniform Relocation act of 1973.

(2) I have been provided with a written statement of just compensation and a written offer to purchase for the appraised value of \$_____.

(3) I am accepting the sum of \$_____ in full for said real property, and am satisfied with that price even though it is less than the amount of just compensation and the approved appraisal of fair market value.

The reason(s) why I have elected to accept this lesser amount are as follows:

(4) I do hereby waive all of my rights to the amount by which the just compensation and fair market value figure exceeds the purchase price I am accepting.

Dated: _____

Witness to Signatures

Owner's Signature

Spouse's Signature

Address

SECTION 5**DOCUMENTATION FOR REIMBURSEMENT**

The total reimbursement for real property acquisition is usually accomplished with one reimbursement request. See part 6 for general billing instructions and forms. The following documentation must be submitted to ADECA in support of the billing:

- A. Evidence that Acquisition Steps were followed (in compliance with Title II of P.L. 91-646).
 - 1. Copies of evidence that the property owner was given the opportunity to accompany the appraiser on his inspection of the property. (Preferably a copy of actual letter with signed Postal receipt.)
 - 2. Copy of a statement of Just Compensation as presented to landowner.
 - 3. Copy of written offer to purchase at appraised value.
 - 4. If applicable, a copy of Statement of Differences in value (applies to land sold at more than appraised value).
 - 5. If applicable, copy of Waiver of Right to Just Compensation (applies only in cases where landowner is willing to sell at less than appraised value.)
- B. Copy of evidence of compliance with Title II of P.L. 91-646 involving relocation of persons residing on lands purchased.
- C. Copy of Appraisal Report, including:
 - 1. Title opinion - opinion must state that project sponsor has fee simple title to the acquired property. The opinion must cover the period of time through the date appearing on the warranty deed.
 - 2. Five Year history of Conveyance.
- D. Copy of Deed with Section 6(f)(3) Limitation of Use Provision recorded thereon.
- E. Copy of proof of payment (copy of front and back of canceled check, closing statement, etc.).
- F. Copy of completed checklist for Acquisition reimbursement documentation. If any part of the documentation was submitted with the Application, so indicate on the checklist.

CHECK LIST FOR ACQUISITION BILLING DOCUMENTATION

The following documentation must accompany requests for reimbursement of costs incurred on land acquisition:

- 1. Documentation that the property owner was offered the opportunity to accompany the appraiser.

2. If applicable, proof of relocation assistance provided to displaced persons (Uniform Relocation Act-Public Law 91-646)
3. Statement of Just Compensation
4. Written offer to purchase at appraised price
5. If applicable, Statement of Difference in Value ..
6. If applicable, Waiver or Right to Just Compensation
7. Appraisal Report
8. Title Opinion
9. Five Year History of Conveyance
10. Proof of Payment
11. Deed with "Limitation of Use Provision" recorded thereon
12. Completed copy of this Checklist

--DO NOT SEND ORIGINALS—

PART 3	DEVELOPMENT
---------------	--------------------

SECTION 1	Trail DESIGN, CONSTRUCTION
------------------	-----------------------------------

All projects are required to be designed to comply with the "American Standard Specifications for making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped." Guidelines for making recreation areas accessible are currently being formalized. However, the most current information can be found at www.accessboard.gov.

The Americans with Disabilities Act (ADA) requires us to make trails accessible, but doesn't specify how. *New Americans With Disabilities Act (ADA) Guidelines for Buildings and Facilities* (ADAAG) were published in September of 2002. These guidelines are available at: www.accessboard.gov.

The following questions and answers cover the highlights of the trail guidelines:

First, what exactly is a trail according to ADA regulations?

A trail is "a route that is designed, designated, or constructed for recreational pedestrian use or provided as an pedestrian alternative to vehicular routes within a transportation system."

What kinds of trails are subject to the ADA regulations?

The accessibility guidelines apply to those trails which are designed and constructed for pedestrian use. These guidelines are not applicable to trails primarily designed and constructed for recreational use by equestrians, mountain bicyclists, snowmobile users, or off-highway vehicle users, even if pedestrians may occasionally use the same trails. However, a multi-use trail specifically designed and designated for hiking and bicycling would be considered a pedestrian trail.

Does that mean an urban bikeway is a “pedestrian trail”?

Accessibility guidelines apply to trails used as nonmotorized transportation facilities for bicyclists and skaters as well as pedestrians. However, the AASHTO Guide (1999), generally required of TEA-21-funded projects, requires a greater level of accessibility than the ADA trail guidelines. The AASHTO Guide for the Development of Bicycle Facilities is the primary guidebook for facilities built with transportation funds. The Guide (available for \$30 from AASHTO at 202-624-5800, 800-231-3475, or www.aashto.org/bookstore/a_bs.html) generally provides a greater level of accessibility than the ADA trail guidelines (except running slope). The appendix of the Access Board report compares the AASHTO guide with the ADA trail guidelines.

Will we have to bring existing trails up to ADA standards?

No; the proposed guidelines require all areas of newly designed or newly constructed and altered portions of existing trails to comply.

Must we improve accessibility when trail maintenance is done?

Routine or periodic maintenance or repair of existing trails or trail segments is exempt. Maintenance and repair is defined as work that is not an alteration: it does not change the original purpose, intent, or design of the trail.

Can we be required to allow vehicles on our non-motorized trails to accommodate accessibility?

No; while a variety of mobility-enhancing equipment can be used on trails, the necessity of protecting the environment and maintaining the appropriateness of the setting might exclude ATV's or other off-highway vehicles.

Does an accessible trail have to be paved?

No, as long as the surface is “firm and stable.”

What about new trails that are nowhere near a road or an accessible trailhead?

The requirements apply only to trails that “connect to an accessible trail” or “designated trailhead.” Where new trails connect to an existing trail that is not accessible, the technical provisions do not apply. Nor do they apply where the new or altered portion is not connected to a designated trailhead.

What if building a trail to an accessible standard just isn't logical, or desirable, or even possible?

Departures from the guidelines are permitted for any portion of the trail where compliance would:

1. cause substantial harm to cultural, historic, religious, or significant natural features or characteristics;

2. substantially alter the nature of the setting or the purpose;
3. require construction methods or materials that are prohibited by Federal, State, or local regulations or statutes;
4. not be feasible due to terrain or the prevailing construction practices.

KEY REQUIREMENTS FOR AN ACCESSIBLE TRAIL

A lower standard, or exception, is allowed under certain conditions as noted.

Clear tread width: 36" (exception: 32")

Openings: ½" max. (exception: ¾")

Tread Obstacles: 2" high max.

Exceptions:

3" high where running slope and cross slope are 5% or less

1" max where running or cross slope are greater than 5%

Running Slope (trail grade):

MAX DISTANCE	MAX RUN	EXCEPTION
any distance	5%	8%
50'	8%	12% *
30'	10% *	14% *
5'	14% *	16% *

NOTE 1: Running slope greater than 5% not permitted where the cross slope exceeds 5%

Cross Slope

MAX DISTANCE	MAX CROSS SLOPE	Note: Cross slope greater than 5% not permitted where the running slope exceeds 5%
any distance	5%	
10'	8%	
5'	12%	

For detailed information on accessible trails, the new ADA regulations, and how they apply to specific situations, see the American Trails website: www.americantrails.org. Click on the "Resources & Archives" icon, then click on "Accessible Trails."

The following manuals and guidelines are recommended for trail design, construction and maintenance. Copies may be purchased or acquired from the source indicated. U.S. Government regulations may be purchased from the U.S. Government Printing Office, Superintendent of Documents, Mail Stop SSOP, Washington, DC 20402-9328.

Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities (ADAAG); was published in the *Federal Register* in September of 2002 (36 CFR Parts 1190 and 1191). from:

U.S. Architectural and Transportation Barriers Compliance Board (Access Board), 1331 F Street NW, Suite 1000, Washington, DC 20004-1111.

Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance; available in U.S. DOT regulations, 49 CFR Part 27 (44 FR 31442). This implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) as amended, to the end that no otherwise qualified handicapped individual in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Nondiscrimination on the Basis of Disability in State and Local Government Services; available in U.S. Department of Justice regulations, 28 CFR Part 35 (56 FR 35694). This implements subtitle A of title II of the Americans with Disabilities Act of 1990 (42 U.S.C. 12131), which prohibits discrimination on the basis of disability by public entities.

Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities; available in U.S. Department of Justice regulations, 28 CFR Part 36 (56 FR 35544). This implements title III of the Americans with Disabilities Act of 1990 (42 U.S.C. 12181), which prohibits discrimination on the basis of disability by public accommodations and requires places of public accommodation and commercial facilities to be designed, constructed, and altered in compliance with the accessibility standards established by this part.

Uniform Federal Accessibility Standards, published in the *Federal Register*, August 7, 1984 (49 FR 31528); from the U.S. Architectural and Transportation Barriers Compliance Board (Access Board), 1331 F Street NW, Suite 1000, Washington, DC 20004- 1111.

SECTION 2**FACILITY DESIGN**

The following manuals and guidelines are recommended for trail design, construction, and maintenance. They can be purchased or acquired from the sources listed below. U.S. Government regulations may be purchased from the U.S. Government Printing Office, Superintendent of Documents, Mail Stop SSOP, Washington DC 20402-9328.

The American Association of State Highway and Transportation Officials', *Guide for the Development of Bicycle Facilities*, 1999 (AASHTO Guide); from the American Association of State Highway and Transportation Officials, 444 North Capitol Street, NW, Suite 225, Washington, DC 20001. The AASHTO guide is recommended as minimum guidelines for the construction and design of bicycle facilities and urban nonmotorized multiple-use paths, but not for bicycle trails over rough terrain intended for use by mountain bikes.

United States Department of Agriculture—Forest Service, *Standard Specifications for Construction of Trails*, September 1996; from Forest Service USDA, Engineering Staff—Washington Office, Attn.: Publications Specialist, PO Box 2417, Washington, DC 20013.

United States Department of Agriculture--Forest Service, *Soil Stabilizer for Use on Universally Accessible Trails*, July 1998; from San Dimas Technology & Development Center, San Dimas, CA 91773.

United States Department of Agriculture--Forest Service, *Trails Management Handbook* revised November 1991; from Forest Service USDA, Engineering Staff—Washington Office, Attn.: Publications Specialist, POBox2417, Washington, DC 20013.

United States Department of the interior—Bureau of Land Management, *BLM Handbook 9114-1 Trails*; from the Bureau of Land Management, 1849 C Street NW, Washington, DC 20240.

United States Department of the Interior—National Park Service, *NPS Trails Management Handbook* 1983; from National Park Service, PO Box 25287, Denver, CO 80225.

Federal Highway Administration, *Railroad-Highway Grade Crossing Handbook*, Second Edition, September 1986, from Federal Highway Administration, 6300 Georgetown Pike, McLean, VA 22101-2296.

For more information:

The U.S. Architectural and Transportation Barriers Compliance Board has a toll-free number to obtain technical assistance on accessibility issues. Call 800-872-2253.

The U.S. Department of Justice has a toll-free number to obtain technical assistance, including Title II and Title III technical assistance manuals. Call 800-514-0301.

The National Bicycle and Pedestrian Clearinghouse has a toll-free number to obtain technical assistance on many trail-related issues. Call 800-760-6272. (Washington DC area, call 202-463-8405.)

The U.S. Forest Service (USFS) has developed a Recreation Opportunity Spectrum (ROS), which provides a framework for satisfying and defining classes of outdoor recreation environments, activities, and experience opportunities. Contact a local USFS unit or Bureau of Land Management (BLM) office for more information about ROS.

If, upon inspection, the Funding Unit determines that facilities constructed do not meet minimum design standards, the sponsor will be instructed to bring the facility into compliance or be ineligible for reimbursement through the LWCF/RTP program.

SECTION 3

PROJECT ACKNOWLEDGMENT

The National Park Service and the Recreational Programs Division of ADECA require all properties protected by Section 6(f)(3) of the Land and Water Conservation Fund Act have permanent signage displayed at a prominent location within the park.

The location of acknowledgment signs at entrances to outdoor recreation sites and at other high visibility areas within the park is encouraged. Costs related to project acknowledgment are eligible as part of the initial capital investment, and may be submitted for reimbursement.

Permanent signs must be displayed on the following LWCF/RTP development projects, acquisition and developments where an expansion of an existing developed recreation area, and acquisition projects. Project sponsors are required to use the permanent sign specification that follows on the next two pages. You may order your sign from the company listed below or any other sign fabrication company that is capable of meeting the specification. Please notify the Funding unit of other vendors that are capable of producing the same signs so they can be added to the supplier list. The relative size of the print for the park name and city/county name can be changed to accommodate longer or shorter names. Discuss this matter with the sign fabricator.

DIXIE SIGNS AND DECALS, INC.
3116 Northington Court
Florence, Alabama 35630
Phone: (256) 765-0434
FAX: (256) 765-9939
Email: dsd@usa.com
Attn: Rick Milberger



Park Name

CITY OR COUNTY NAME

A COOPERATIVE PROJECT FOR OUTDOOR RECREATION

Assisted by the

(GRANT PROGRAM NAME)

Through

The Alabama Department of Economic and Community Affairs

and

(FEDERAL AGENCY)

Date

This property is protected by Section 6(f)(3) of the Land and Water Conservation Fund Act which prohibits it from being converted to any use other than outdoor recreation without the expressed permission of the Director of the Alabama Department of Economic and Community Affairs and the U.S. Department of the Interior.

Regulations of U.S. Departments of the Interior and Transportation strictly prohibit unlawful discrimination in departmental Federally Assisted Programs on the basis of race, color, national origin, age or handicap. Any person who believes he or she has been discriminated against in any program activity, or facility operated by a recipient of Federal assistance should write to: U.S. Department of the Interior, P.O. Box 37127, Washington, D.C. 20013-7127

RECREATIONAL PROGRAMS PERMANENT SIGN SPECIFICATION

DIMENSION (minimum):	24" x 36"	
SHEET THICKNESS	.063" ALUMINUM BLANK	
PREPARATION	DUPONT'S TWO STEP CONVERSION COATING (or equal) 1st step etches the metal and removes the oil. 2nd step puts a sealing coat on the blank. The conversion coating is to be applied before the primer.	
PRIMER	XIM FLASHBOND PRIMER (or equal)	
FINISH COATING	MATHEWS TWO-PART POLYURETHANE (or equal)	
SYMBOLS AND LETTERING	SCREEN PRINTED WITH NAZDAR SYNTHETIC ENAMEL (or equal)	
COLOR:	Outer Circle	PMF 356 Green, White Letters
	Inner Circle Background Letters	White Black

FABRICATION:

Fabrication of all parts shall be accomplished in a uniform and workmanlike manner. All panel fabrication, including cutting, punching, and drilling of holes, shall be completed prior to final surface preparation and application of primer or finish treatment. Metal panels shall be cut to size and shape and shall be free of buckles, warp, dents, burrs, and defects resulting from fabrication.

The panels shall be fabricated from standard widths of aluminum sheet. The blanks shall be cleaned, degreased, and chromated or otherwise properly prepared in accordance with DuPont's Two Step process noted above.

The signs should be mounted on 4 x 4 treated wooden posts or appropriately sized metal supports. Be sure to instruct the sign fabricator on the location of the sign mounting holes.

SECTION 4**UTILITY LINES**

Overhead utility lines constitute a major detraction from the natural quality of outdoor recreation areas and must be eliminated when possible. Project sponsors must take all reasonable steps to ensure the burial, screening or relocation of existing overhead lines on development and/or acquisition projects. All new electric wires under 15 kV and all telephone wires must be placed underground, whether installed during project construction or at some time in the future.

SECTION 5**BEGINNING CONSTRUCTION**

Construction must begin within 120 days of the formal project approval date. A letter from the sponsor confirming the date construction began must be sent to the Funding Unit within that time. Failure to begin construction as required may result in the loss of the LWCF/RTP grant.

SECTION 6**SUPERVISION AND INSPECTION**

The sponsor must limit its activities to those contained in the approved construction plans and specifications, and comply and/or secure compliance with all applicable Federal, State, and local laws and regulations now existing, or which may be enacted or adopted later. **The sponsor must provide for competent and adequate architectural/engineering supervision and inspection at the construction site to ensure that the completed work conforms to the approved plans and specifications.** ADECA staff will visit the site during construction, and perform a final inspection upon project completion, to ensure that work progress is in accordance with the approved project.

PART 4**FINANCIAL MANAGEMENT****SECTION 1****INTRODUCTION**

Sates are to follow State law and procedures when awarding and administering RTP subgrants to local and Indian tribal governments in accordance with 49 CFR 18.37. Subawards by a State to institutions of higher education, hospitals, and non-profit entities are to be awarded and administered by the State in accordance with 49 CFR part 19, the USDOT's regulation that implements the government-wide common rule for grants and cooperative agreements to institutions of higher education, hospitals, and non-profit organizations. The USDOT regulations are available at: www.fhwa.dot.gov/legsregs/legislat.html.

- A. Accurate, current, and complete disclosure of the financial results of the grant.
- B. Records which identify adequately the source and application of funds for grant-supported activities. These records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.

- C. Effective control over and accountability for all funds, property, and other assets. The grantee shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.
- D. Procedures for determining the allowability and allocability of costs in accordance with the provisions of OMB Circular A-87, A-102 and this Manual.
- E. Accounting records which are supported by source documentation. Separate project accounts shall be established and identified by the number assigned to the project.
- F. Audits to be made in accordance with the ADECA Audit Policy which implements the audit requirements of OMB Circular A-133 to determine, at a minimum, the fiscal integrity of financial transactions and reports, and compliance with laws, regulations, and administrative requirements. The sponsor will schedule such audits with the required frequency, usually annually.

The scope of the project is as stated in the project application/agreement and in any subsequent amendments thereto. Expenditures should be coded by activity to facilitate comparison with original cost estimates. (Note: If the entire park is developed under one contract, there is no need to maintain cost records by activity. The breakdown of costs in this case can usually be obtained from the contractor's estimate if needed).

SECTION 2	GENERAL REQUIREMENTS
------------------	-----------------------------

MAXIMUM FREE AND OPEN COMPETITION

Sponsors are required to conduct procurements, whether advertised or negotiated, regardless of dollar amount, to provide maximum open and free competition. State and local procurement regulations shall be used as long as the methods used meet or exceed the federal requirements.

Procurement under grants shall be made by one of the following methods: a) small purchase procedures; b) sealed bids (formal advertising); c) competitive proposals; and d) non-competitive proposals. Formal advertising (competitive sealed bids) is discussed in detail and a sample bid invitation is presented in Section 4 below.

Regardless of the method used in selecting vendors, it should be documented to demonstrate that maximum free and open competition was encouraged. Original documentation must be retained in the sponsor's project file and copies sent to the funding unit along with verification that the contractor is debarred from participating in federally assisted contracts. Before awarding a contract for materials or services, verify that the contractor is not excluded from Federal contracts by checking the Excluded Parties List System at www.arnet.gov/epl/.

REVIEW BY OFFICIALS

The project sponsor shall review procurement actions

CLEAR AND ACCURATE DESCRIPTION

Invitations for bids or requests for proposals shall be based upon a clear and accurate description of the material, product, or service to be procured.

When it is impractical or uneconomic to make a clear and accurate description of the technical requirements, a "brand name or equal" description may be used as long as prices are obtained from a minimum of three (3) vendors. Solicitations must clearly set forth all requirements which the selected vendor must fulfill and all other factors to be used in evaluating bids or proposals.

Consultants or procurement officers should be requested to structure bid packages so that contractors may bid on individual job elements or on the total job. If budget problems are anticipated, it may be advantageous to structure the bid package with "deduct items." This often eliminates the need for readvertising. Unit prices should, whenever possible, be requested, i.e. linear feet, cubic yards, etc., and the statement, "In case of error in the extension of prices, the unit price will govern. In case of discrepancy between the prices shown in the figures and words, the words will govern," must be included in the instructions to bidders.

SMALL AND MINORITY OWNED BUSINESS

Positive efforts shall be made by the sponsor to use small and minority owned firms and women's business enterprises as sources of supplies and services. These firms should be included on solicitation lists and should be contacted whenever they are potential sources.

RESPONSIBLE CONTRACTORS

Contracts in excess of \$20,000 shall be let to responsible contractors licensed by the State of Alabama. The contractors shall possess the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources (such as bid guarantees, performance bonds, payment bonds).

CONTRACT ADMINISTRATION

A system for contract administration shall be maintained to assure contractor conformance with terms, conditions, and specifications of the contract or order, and to assure adequate and timely follow-up of all purchases.

AGGREGATE TOTALS WITH ONE VENDOR OR CONTRACTOR

State and federal apply only to contracts exceeding a specified dollar amount. To determine whether LWCF/RTP assisted contracts exceed the applicable dollar limits, the total or aggregate amount awarded to each vendor or contractor is considered.

Splitting of contracts in an effort to avoid the applicability of the Equal Opportunity clause, formal advertisement, or other state or Federal procurement requirement is strictly prohibited.

When the aggregate total paid to one vendor or contractor exceeds \$7,500 during the project period (regardless of the number of orders or the time between orders), the sponsor must comply with all regulations applicable to procurements over \$7,500, including formal advertising, sealed bids, and public openings. The sponsor should carefully estimate material needs for the project and should formally advertise for bids on those items that are likely to exceed \$7,500 within the project period.

To avoid problems in this area of compliance, the Funding Unit recommends that formal advertisement be the normal method of procurement for items such as materials and supplies where costs and quantities can vary greatly.

OFFICIAL RECORDING OF CONTRACTS

Alabama law states that all contracts entered into with other persons in behalf of the local government shall be in writing and entered into the official minutes of that government. This is most important when steps must be taken to enforce the terms of the contracts, because it has been determined in certain court cases that "any negotiations or oral agreements or even written agreements that have not been entered on the minutes fall short of being valid contracts."

REMEDIES FOR VIOLATION OR BREACH OF CONTRACT TERMS

Contracts shall contain contractual provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms.

PROVISIONS FOR TERMINATION AND BASIS FOR SETTLEMENT

All contracts, in excess of \$7,500, shall contain suitable provisions for termination by the sponsor including the manner by which it will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

COMPLIANCE WITH EXECUTIVE ORDER 11246, EQUAL EMPLOYMENT OPPORTUNITY

All contracts awarded by sponsors and their contractors having a value of more than \$10,000 shall contain a provision requiring compliance with Executive Order 11246, entitled, "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations.

COPELAND "ANTI-KICK BACK" ACT

All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act. This Act provides that each contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The sponsor shall report all suspected or reported violations to the Funding Unit.

CLEAN AIR ACT, CLEAN WATER ACT, EXECUTIVE ORDER 11738, AND ENVIRONMENTAL PROTECTION AGENCY REGULATIONS

Contracts and subcontracts of amounts in excess of \$100,000 shall contain a provision which requires the recipient to agree to comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency regulations. Violations shall be reported to NPS and the Regional Office of the U.S. Environmental Protection Agency, Assistant Administrator for Enforcement.

ENERGY POLICY AND CONSERVATION ACT

Contracts shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan.

The *Alabama State Energy Code for Buildings* present certain standards relating to minimum thermal efficiency and lighting efficiency in new and renovated public buildings. Copies of this Code may be ordered from the State of Alabama Building Commission, 800 South McDonough Street, Montgomery, Alabama 36104

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Where applicable, all contracts awarded by sponsors in excess of \$10,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under Section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workday of 8 hours and a standard workweek of 40 hours. Work in excess of

the standard workday or workweek is permissible provided the worker is compensated at a rate of not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of the Labor. These requirements do not apply to the purchases of suppliers or materials or articles ordinarily available on the open market.

DAVIS-BACON ACT

The RTP or the Land and Water Conservation Fund program do not require compliance with the Davis-Bacon Act unless other Federal programs providing matching or supplemental funds require compliance. If supplemental funding is provided which requires compliance with Davis-Bacon Act requirements, all construction contracts awarded by the sponsor in excess of \$2,000 shall include a provision for compliance with that Act. Prevailing wage rates are available at www.access.gpo.gov/davisbacon/.

CONTRACT PRICING

Construction contracts and contracts for materials and supplies must be awarded as "firm-fixed price" contracts (lump sum or unit price). Consultant contracts can be awarded as fixed price or cost reimbursable contracts or a combination of these. Cost reimbursable contracts cannot be "cost plus a percentage of cost." Under no circumstances can "cost plus a percentage of cost" or "Percentage of Construction cost" methods of contracting be used for any contract funded in whole or in part with LWCF/RTP funds.

CHANGE ORDERS

Written change orders shall be issued for necessary changes in the facility being constructed under contracts of \$7,500 or more. Such change orders shall be made a part of the sponsor's project file and shall be kept available for audit. A copy of all change orders must be sent to the Funding Unit. A change order cannot alter the cost or scope of a contract by more than 10%.

ACCESS TO CONTRACTORS RECORDS

All contracts shall include a provision that the Alabama Department of Economic and Community Affairs and the comptroller General of the United States or any of their duly authorized representatives shall have access to any books, documents, papers, and records which are directly pertinent to the grant program for the purpose of making audit, examination, excerpts, and transcriptions.

STANDARDS OF CONDUCT, CONFLICT OF INTEREST

The sponsor shall maintain written standards of conduct which shall govern the performance of its officers, employees, or agents in expending Federal grant funds including the award or administration of contracts supported by Federal funds.

No employee, officer or agent of the sponsor shall participate in the selection, award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

A.	the employee, officer or agent;
B.	any member of his immediate family;
C.	his or her partner; or
D.	an organization which employees, or is about to employ, any of the above,

has a financial or other interest in the firm selected for award. Sponsor's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or potential contractors. State or local law, rules, or regulations shall apply penalties or other disciplinary actions for violations of such standards, to the extent permissible.

CONTRACT PROVISION CHECKLIST

A. All contracts must include:

1.	Clear and accurate description of the materials or services to be purchased with a firm-fixed price (unit price or lump sum).
2.	Provisions or conditions which allow for remedies or penalties where contractors violate or breach contract terms.
3.	Statement that the contract is Federally assisted and that compliance with all applicable federal, State, and local laws, rules, and regulations is required.
4.	Provisions for compliance with Copeland "Anti-Kick Back" Act (For Construction and Repair Contracts Only).
5.	Compliance with State and local laws or regulations for purchases.
6.	Compliance with mandatory standards relating to Energy Efficiency of new and renovated buildings (for Construction and Repair Contracts only).
7.	Provision that the Alabama Department of Economic and Community Affairs Director, Alabama Attorney General, and the Comptroller General of the United States, or any of their duly

authorized representatives shall have access to the books, documents, papers and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.
8. If required by other Federal Agencies providing Federal matching assistance, provision for compliance with Davis-Bacon Act (for Construction and Repair Contracts only).
9. A provision for Compliance with Section 103 and 107 of the Contract Work Hours and Safety Standards Act [40 U.S.C. 327-420] supplemented by Department of Labor regulations [29 CFR Part 5] for construction contracts in excess of \$2,000 and \$2,500 for other contracts which involve the employment of mechanics or laborers.
10. Description of conditions for termination due to circumstances beyond the control of the contractor.
11. Compliance with the Davis-Bacon Act [40 U.S.C. 874] as supplemented in Department of Labor regulations [29 CFR Part 5].
Applies to construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation.

B. Contracts over \$10,000 must include:

1. All applicable provisions in A.
2. A provision for terminating a contract for cause and for convenience by the subgrantee (project sponsor) including the manner by which it will be effected and the basis for settlement.
3. Provisions for Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations [41 CFR Part 60]. Applies to all construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees.
4. Compliance with mandatory standards relating to Energy Efficiency of new and renovated buildings (for Construction and Repair--See page 28 for a check list of the provisions discussed in this section).

C. Construction or facility improvement contracts or subcontracts over \$100,000 must address:

1.	All applicable provisions in <u>A.</u> and <u>B.</u>
2.	A bid bond for 5 percent of bid price.
3.	A performance bond for 100 percent of construction contract.
4.	A payment bond for 100 percent of construction contract.
5.	Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act [33 U.S.C. 1368] and Environmental Protection Agency regulations [40 CFR Part 15].

SECTION 3	COMPETITIVE SEALED BIDS (FORMAL ADVERTISING)
------------------	---

Formal advertising (in conjunction with soliciting bids from an adequate number of known suppliers), sealed bids, and public openings shall be the required method of procurement for all purchases or contracts totaling over \$7,500 from one vendor unless competitive negotiation, as discussed in Part 4, Section 3, is necessary to accomplish sound procurement.

Most materials and services needed to complete a LWCF/RTP project (with the exception of consultant services and small purchases) must be obtained by the formal advertising method of procurement.

The following regulations have been taken, verbatim from the Common Rule.

"In competitive sealed bids (formal advertising), sealed bids are publicly solicited and a firm-fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is lowest in price.

A.. In order for formal advertising to be feasible, appropriate conditions must be present, including, as a minimum, the following:

1. A complete, adequate and realistic specification or purchase description is available.
2. Two or more responsible suppliers are willing and able to compete effectively for the grantee's business.
3. The procurement lends itself to a firm-fixed price contract, and selection of the successful bidder can appropriately be made principally on the basis of price.

- B. If formal advertising is used for a procurement under a grant, the following requirements shall apply:
1. A sufficient time for bidders to respond shall be given prior to the date set for opening of bids, and bids shall be solicited from an adequate number of known suppliers. In addition, the invitation shall be publicly advertised in a daily newspaper of general circulation.
 2. The invitation for bids, including specifications and pertinent attachments, shall clearly define the items or services needed in order for the bidders to properly respond to the invitation.
 3. All bids shall be opened publicly at the time and place stated in the invitation for bids.
 4. A firm-fixed-price contract award shall be made by written notice to that responsible bidder whose bid, conforming to the invitation for bids, is lowest. Where specified in the bidding documents, factors such as discounts, transportation costs and life cycle costs shall be considered in determining which bid is lowest. Payment discounts may only be used to determine low bid when prior experience of the Grantee indicates that such discounts are generally taken.
 5. Any or all bids may be rejected when there are sound documented business reasons for doing so or when it is in the best interest of the program.

Public formal advertising is defined as placing the "Invitation to Bid" in a major daily newspaper that covers the area affected by the project. Use of pre-selected bid lists, posting in public places, and publication in trade journals and magazines are legitimate steps to ensure free and open competition and reflect prudent administration of local and Federal funds if used in conjunction with newspaper and other mass media announcements.

The formal advertisement and bid solicitations must state that Federal funds are involved and that compliance with all applicable Federal, State and local laws, rules, and regulations is required

Known suppliers should be contacted in writing and requested to submit sealed bids to be opened on the bid opening date. Records of bid solicitations must be retained as documentation of the procurement process. Project consultants should be able to provide the sponsor with a list of known suppliers, if needed. It is important that at least two responsible bids be received, if not, there is no competition.

After all bids are opened, they should be tabulated, and summarized in a manner that will facilitate comparison of the relative advantages and disadvantages of each bid. In awarding contracts which include additive and deductive bid items, the award procedures should include a disclosure of the selection priority for these items. This tabulation and/or summary

should be signed by the designated procurement officer to provide documentation regarding the basis for awarding the contract.

It is not always necessary to award to the "low bid." There may be important considerations that obviate such action, such as State or local laws and regulations which make provisions for implementation of socio-economic programs giving priority to the handicapped, small businesses, or minority owned contractors. However, the justification for doing so should be documented in writing and approved by ADECA prior to the award. Reimbursement cannot be made without prior approval.

If no acceptable bids are received, a contract can (with special approval) be negotiated to obtain a lower price (non-competitive negotiation), if each bidder which submitted a bid is given notice of the sponsor's intent and a reasonable opportunity to negotiate. The ADECA auditors recommend that notices concerning negotiations be sent to all bidders by certified mail with "signed receipt requested" to provide documentation of compliance with this regulation. Written records of these negotiation procedures (preferably official minutes must be kept with project records. Significant changes in specifications would necessitate re-advertising, although it is permissible to separate the original specifications into job elements. Sponsors must not proceed with these negotiation steps without ADECA approval.

IMPORTANT: The following actions require Prior Approval of ADECA:

- A. Awarding a contract to other than the low bidder.
- B. Negotiating a contract with all bidders to obtain an acceptable price when original bids obtained by formal advertising are unacceptable and will be rejected.
- C. Proceeding to competitive negotiation or non-competitive negotiation to purchase any materials or services other than consultant services. (Consultant services can be procured through competitive negotiation procedures without prior approval).
- E. Awarding a contract when only one bid is received.

SAMPLE INVITATION TO BID

*The City of Complianceville, Alabama, hereinafter called the "City" will receive sealed bids for recreation improvements at Thomas Park including grading and grubbing, fencing, lighting of one ballfield, and construction of a pressbox until 2:00 P.M. on the 20th day of June, 1994, in the Council Chambers at City Hall, 110 Main Street, Complianceville, Alabama, 36130, at which time and place all bids will be publicly opened and read aloud. This will be a Federally assisted contract and compliance with applicable Federal, State, and local laws, rules and regulations is required. The Federal share of this project is \$10,000 or approximately 35% of the total project cost.

Contract Documents for the recreation improvements of Thomas Park may be obtained from Big Jobs & Associates, Inc., 1395 Tanner Avenue, Complianceville, Alabama, 36130, phone No. 555-1212. A deposit of \$25.00 will be required for these contract documents.

A certified check payable to the order of the City of Complianceville, Alabama, negotiable U.S. Government Bonds, or satisfactory Bid Bond executed by the Bidder in an amount equal to 5% of the estimated cost of construction shall be submitted with each bid.

The successful bidders(s) will be required to furnish and pay for satisfactory Performance and Payment Bond(s).

Attention is called to the fact that the contractor must ensure that employees and applicants for employment are not discriminated against because of race, color, creed, sex or national origin.

*Bid items must be submitted with unit prices and quantity extensions. In any event where unit cost and the extended total differ, the unit price will prevail.

The City reserves the right to reject any or all bids or to waive any informalities in the bidding.

Bids may be held by the City for a period not to exceed thirty (30) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of the bidders prior to awarding the contract.

*These two paragraphs provide acceptable wording for advertisements for purchases of materials and supplies. Contracts for construction would utilize all the above paragraphs.

SECTION 4**SMALL PURCHASE PROCEDURES****SMALL PURCHASE PROCEDURES**

The following excerpt is taken from 49 CFR Part 18, effective March 11, 1988, and is amended by 60 CFR 19638, April 19, 1995 and revised October 1, 1999.

"small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than \$25,000 in the aggregate. If small purchase procurements are used, price or rate quotations will be obtained from an adequate number of qualified sources."

However, project sponsors must comply with the state bid law which requires competitive bidding of procurements in excess of \$7,500. No single vendor can be paid for purchases totaling more than \$7,500 using small purchase procedures. If additional purchases are needed and a vendor who has been paid \$7,499 is a potential source, the sponsor must then use the competitive sealed bid (formal advertising) method discussed in Part 4, Section 3.

The primary objective of State and Federal bid regulations is to promote maximum free open competition. With this in mind, small purchases must be solicited from at least three (3). Vendors. Each small purchase should be supported by a tabulation for your file containing:

1.	Name of official securing the quote
2.	Item specified
3.	Vendor Name
4.	Salesperson contacted
5.	Price quote
6.	Phone number
7.	Date

PROCUREMENT BY COMPETITIVE PROPOSALS

Two major procurements that can be handled through competitive negotiation are: 1) consultant and engineering services, and 2) with ADECA approval, other procurements in which competitive sealed bid (formal advertising) procedures were unsuccessful. It is important that the sponsor contact the funding Unit for prior approval before using this method of procurement unless the procurement is for consultant or similar professional services.

"The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- A. Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;
- B. Proposals will be solicited from an adequate number of qualified sources;
- C. Grantees and subgrantees will have a method for conducting technical evaluations of the proposals received and for selecting awardees;
- D. Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.
- E. Grantees and subgrantees may utilize competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services, whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services through A/E firms are a potential source to perform the proposed effort."

Cost-plus-a-percentage-of-cost and percentage-of-construction-cost method of contracting shall not be used.

PROCUREMENT BY NON-COMPETITIVE PROPOSALS

This method of procurement is NOT for purchases exceeding \$7,500 UNLESS ADECA authorization is given. It will be necessary to document steps taken under methods of procurement to justify the use of this method.

Noncompetitive procurement is described in OMB Circular A-102, effective March 11, 1988, as follows:

"Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate. Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:

- A. The item is available only from a single source;
- B. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

- C. The awarding agency authorizes noncompetitive proposals; or
- D. After solicitation of a number of sources, competition is determined inadequate.

SECTION 5	CONTRACT COMPLIANCE RELATING TO EQUAL OPPORTUNITY
------------------	--

Executive Order 11246, as amended, prohibits covered federally assisted contractors and subcontractors from discriminating against any employee or applicant for employment based on race, color, religion, sex, national origin. In addition, contractors and subcontractors are required to take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex, or national origin.

The Federal government has established nationwide female goals and now requires that the following procedures be followed in soliciting and awarding federally assisted construction contracts in excess of \$10,000.

In addition to General Procurement and Contract Requirements in Part 4, Section 3, the following regulations apply to all construction contracts in excess of \$10,000:

- A. Selection of contractor is accomplished through formal advertising, sealed bids, and public openings. (See Part 4, Section 4.)
- B. Bidders are required to submit with their bid the Contractor's Compliance Statement and the Non-Segregated Facilities Statement.
- C. Solicitations for offers and bids, (included in job specifications or bid packages), and awarded contracts must include:
 - 1. "Notice of Requirement for Affirmative action to Ensure Equal Employment Opportunity (Executive Order 11246).
 - 2. "Standard Federal Equal Employment Opportunity Construction Contract Specifications"; and
 - 3. The Equal Opportunity Clause.

PART 5	ALLOWABLE COSTS AND REQUIRED DOCUMENTATION
---------------	---

SECTION 1	PERSONAL SERVICES (COSTS FOR LABOR)
------------------	--

Personal services to be claimed as the sponsor's matching share may be in the form of in-kind contributions of the sponsor, donated in-kind contributions of other governmental entities or private third party donations. Regardless of the kind of labor to be used, the project application (budget) must accurately reflect the source and extent of personal services associated with the project. ADECA must be notified in writing of any major changes in the form of personal services used on the project, e.g., from sponsor in-kind to third party in-kind.

Sponsor Contribution--Labor:

Labor contributed by the project sponsor toward development of its LWCF/RTP assisted park may be eligible for reimbursement if properly documented. The time sheets should reflect all hours worked by the employee during the entire pay period--not just the hours that the employee worked on the LWCF/RTP project. For example, if an employee is normally paid weekly and works a portion of the week on the LWCF/RTP project, the time sheet should reflect both the LWCF/RTP hours worked and non-LWCF/RTP hours worked. In order to claim overtime, the employee must have worked more than 40 hours during the workweek on the LWCF/RTP assisted project.

Salaries must be charged to the project at the employee's actual hourly rate of pay. In order to claim reimbursement for overtime pay, the employee must work over 40 hours during the work week on the LWCF/RTP assisted project.

Employees of Other Organizations:

The value of personal services that are provided by employees of other governmental entities are also eligible for LWCF/RTP reimbursement. The worker's employing agency must maintain adequate payroll records and those records must agree with the time sheets showing the distribution of time worked on the sponsor's LWCF/RTP project. The donating agency's payroll records need not be included in the sponsor's project file--only the time sheets. However, all relevant payroll records must be made available by the employing agency if required by federal or state officials.

When an employer other than a grant recipient, furnishes free of charge the services of an employee in the employee's normal line of work, the services will be valued at the employee's regular rate of pay exclusive of the employee's fringe benefits and overhead costs.

Third Party Private In-kind Donations:

This form of labor includes services provided by private individuals. Although payroll records will not exist for third party in-kind donated labor, time sheets must be maintained for each person working on the project. The following documentation must be submitted to ADECA before reimbursement:

- A. nature of work performed,
- B. daily hours worked on project,
- C. total hours worked on project, and
- D. hourly rate of pay. "Utilize the rate paid to a general laborer unless the person is professionally skilled in the work he is performing on the project (i.e., plumber doing work on pipes; mason doing work on a brick building). Submit a signed and dated statement from these persons stating their normal hourly charge for the type work they performed on the project."
- E. signatures of approval by both the worker and project supervisor.
- F. write "DONATED" in the blank provided for the check number.

Salaries or values for in-kind services for persons working on LWCF/RTP assisted projects shall not be higher than those for similar persons doing similar jobs. Unjustified increases in employee wages will be subject to investigation and possible grant termination.

SECTION 2**FRINGE BENEFITS**

Fringe Benefits (Employer Contributions for Social Security, Health Insurance, etc.)

Fringe benefits paid by the employer may be claimed for the employee's time actually spent working on the LWCF/RTP assisted project. For example, if the employer's actual weekly contribution to "Fringe Benefits" is \$10 for 40 hours of work, and the employee spent 10 of the 40 hours working on the LWCF/RTP project, the legitimate fringe benefit charge to the project would be \$2.50 or ¼ of the weekly fringe benefit rate.

The following documentation must be submitted to ADECA for approval prior to submitting time sheets for reimbursement:

1. A statement identifying each employee working on the project, the annual gross salary of each employee, the specific benefits provided, and the cost to the employer of those benefits (usually a percentage of salary or a flat rate).
2. A copy of properly completed time sheets for force account employees with calculations of fringe benefits applying to project hours worked.

SECTION 3**CONSULTANT SERVICES**

Consultants should be paid by the customary method of the sponsor, i.e., per-diem, salary, fee for service, etc. **The "cost plus-a-percentage of cost" method of contracting is prohibited.** The method of payment and the extent of consultant services should be specifically addressed in a legally executed contract.

The following documentation for consultant services must be submitted to ADECA before reimbursement:

1. Copy of contractual agreement
2. Copy of invoices or request for payment
3. Copy of letters soliciting proposals from several know suppliers
4. Evidence that several consulting firms submitted proposals

SECTION 4**TRAVEL**

Travel expenditures associated with LWCF/RTP projects and incurred by sponsor employees are eligible for reimbursement. In those instances where travel expense may be warranted, travel expense statements should be included in the project file. The statement must clearly indicate the extent and purpose of the travel and computation of the costs involved. The allowable expenditures must be consistent with the travel regulations of the sponsor and approved by appropriate supervisory personnel.

One copy of the travel expense statement or voucher along with proof of payment is required for reimbursement of travel expenses.

SECTION 5**MATERIALS AND SUPPLIES**

This section discusses the methods that may be used to acquire materials and supplies necessary for the construction of LWCF/RTP assisted park facilities. This category may include such items as building materials, fencing, light poles, asphalt, gravel, fill dirt, etc. It is important to remember that this category doesn't include construction labor. Materials and supplies may be: purchased by the project sponsor, provided as in-kind contributions by the project sponsor or other public agency, or be donated to the project by a private individual, business or corporation. Each method of acquisition is discussed below.

Materials and Supplies Purchased by the Sponsor:

The purchase of materials and supplies by the project sponsor is the most common method of obtaining supplies and materials and is usually the most easily documented. Procurement of materials exceeding \$7,500 must comply with the requirements for procurement, including formal advertising, as discussed in Part 4, Section 4, and contracts must contain the provisions discussed in Part 4, Sections 5 and 6.

When the aggregate total paid to one vendor in a project period exceeds \$7,500 (regardless of the number of orders or time between orders) and formal advertising as described in Part 4, Section 4, has not been the method of procurement, the sponsor has not complied with the required regulations, and the cost cannot be reimbursed.

In ordering materials for construction it is often difficult to determine exact needs when the initial order is placed. The sponsor may originally estimate costs to be under the \$7,500 bid limit, only to later find that additional purchases must be made. To avoid such problems, it is recommended that formal advertisement as described in Part 4, Section 4, be the normal method of procurement for materials needed for construction and that bids be based on unit prices for estimated quantities. If this practice is followed and the total purchases from a single vendor exceeds \$7,500 during the project period, the sponsor will have complied with the requirement for formal advertisement while, at the same time, obtaining competitive prices.

The following documentation must be submitted to ADECA for LWCF/RTP reimbursement:

1. Copy of Purchase Order or Contract
2. Copy of Approved Invoice (Do not submit a "Statement of Account" for reimbursement)
3. Copy of Receiving Report

If the purchase exceeds \$100,00, the following additional documentation may be submitted prior to making an award:

1. Copy of Formal Advertisement, with invoice indicating dates run in newspaper.
2. Copy of Bid Tabulation with signature of person responsible for recording bids.
3. Copies of letters sent to the known suppliers soliciting their bids. If another method of soliciting bids from known suppliers is used, the sponsor must include an explanation of how, when, and from which known suppliers bids were solicited.

ADECA will review this material to ensure compliance with state and federal requirements and provide a written notification to proceed with the bid award or identify deficiencies in need of correction.

CAUTION: Should your cumulative payments to a single vendor exceed \$7,500 and you have not complied with the above, then those payments will not be eligible for reimbursement.

Materials and Supplies Provided by the Sponsor or Other Public Agency:

In-kind materials and supplies are those items supplied by the sponsor or other approved public agency. Such items typically have been purchased by the sponsor or other agency prior to project approval and may be stockpiled or stored in a central store or warehouse. Examples of in-kind materials and supplies that are frequently encountered include gravel stockpiled by a county road department, water pipe warehoused by a city water department,

power poles and lighting fixtures stockpiled by a public utility, etc. The value of in-kind materials and supplies must be based upon their actual cost as determined under any recognized method of pricing. In the event that the value of the in-kind materials or supplies exceeds \$100,000 (\$7,500--State Bid Law), the sponsor or other agency must be able to document that they acquired the items through the competitive bid process. Cost records and bid documents must be available for review by federal or state auditors upon request.

The following documentation of in-kind material and/or supply costs must accompany the sponsor's request for LWCF/RTP reimbursement:

1. Copy of the requisition indicating the material or supply type, quantity, price, delivery location and use information; and
2. A signed receiving report detailing material or supply type, quantity, and price information should be prepared to indicate that the materials or supplies were received (The receiving report is often incorporated into the requisition form). Transportation costs are a proper part of material cost and, therefore, may be submitted for reimbursement.

Donated Materials and Supplies:

Third party donated materials and supplies include those items that are given to the sponsor by private parties for use on a trail without charge or at less than the item's fair market value. In such instances, the fair market value of the item is eligible for reimbursement under the LWCF/RTP program. To establish the fair market value, the sponsor should secure three price quotations from reputable suppliers currently engaged in the business of selling the item being donated. The method of valuation and the actual determined value must be documented and approved by the state prior to reimbursement. Discounts normally given to governmental entities should be considered when pricing information is gathered.

The following documentation of donated materials and supply cost must accompany the sponsor's request for LWCF/RTP reimbursement:

- A. The donor must prepare an invoice identifying the quantity, description, date delivered, and customary charge including discounts, if any, for the materials or supplies. The invoice must also specifically state that the material is being transferred to the sponsor free of charge or at a reduced cost for the purpose of making eligible improvements at the park during the project period. The invoice should reference the project name and number contained in your agreement with ADECA.
- B. A receiving report should be prepared and signed by the project sponsor indicating receipt of the donated material. The report should include the quantity and description of the donated material. (Receiving information, including the signature of the person authorized to receive materials and supplies for the sponsor, may be incorporated onto the original invoice from the donor.)

- C. Price quotations received from at least three other vendors listing the vendor name, item description, price, date, phone number and quantity.

SECTION 6**EQUIPMENT PURCHASE**

As a general rule, items of equipment used to construct recreational facilities are not eligible cost items under the RTP program. However, there are exceptions, the most common of which are discussed below. All equipment purchases are reviewed and approved by ADECA on a case by case basis.

Equipment Used in the Conduct of a Project:

With approval of ADECA, the purchase price of individual items of equipment costing less than \$1,000 used in the execution of a project may be an eligible cost. These items must be listed and justified in the project application. Items costing \$1,000 or more may be eligible provided the sponsor clearly shows that it is more economical to purchase the item than to lease or rent it.

Equipment Required to Make a Facility Initially Operational:

Although facility maintenance equipment is not usually eligible for LWCF/RTP participation, the purchase of equipment required to make a facility initially operational may qualify. Such equipment may include water pumps, sprinkling systems, stand-by-power plants, etc., necessary to make a recreational facility usable. In addition, certain smaller items of equipment, (not operational or maintenance supplies), sometimes of an expendable nature, are specifically required by State Health Department regulations. With approval of ADECA, such costs may be eligible for reimbursement.

The following documentation of equipment costs must accompany the sponsor's request for LWCF/RTP reimbursement:

Purchase Under \$1,000:

- A. Copy of Purchase Order
- B. Copy of Invoice
- C. Copy of Receiving Report

If the purchase exceeds \$7,500 the following additional documentation must also be submitted prior to making the purchase:

- A. Copy of Formal Advertisement with invoice indicating dates run in newspaper
- B. Copy of the Bid Tabulation signed by the person responsible for recording bids.
- C. Copies of letters sent to the known suppliers soliciting bid proposals. If another method of soliciting bids from known suppliers is used, the sponsor must send an explanation of how, when, and from which known suppliers bids were solicited.

ADECA will review this material to ensure compliance with state and federal regulations and provide written notification to proceed with the bid award or identify deficiencies in need of correction.

Regardless of purchase price, at project completion, any residual value of items of equipment may be credited to the project. Please contact the ADECA Audit Section for assistance in valuing the equipment prior to the preparation of the final billing request.

CAUTION: If your cumulative payments to a single vendor exceed \$7,500 and you have not complied with the above, then those payments may not be eligible for reimbursement.

SECTION 7	FORCE ACCOUNT AND IN-KIND EQUIPMENT USE
------------------	--

Force Account (Public) equipment rental rates or In-Kind Donated (Private, In-Kind) equipment rental rates will be established by ADECA using the *Equipment Rental Rate Blue Book*. In order for ADECA to establish a rental rate, the following documentation must be submitted along with your request for a determination: You will find the rental rate form in the back of the manual as an attachment.

- a. Equipment Make, Model and Series - List the manufacturer, model and series.
- b. Year of Equipment - Year the item of equipment was manufactured.

The following donated labor and equipment documentation must be submitted to ADECA along with the reimbursement request:

Copy of time sheets for each worker to include:

- A. Nature of equipment use and equipment description (Document on time sheets how equipment was utilized)
- B. Daily hours equipment was utilized on the project
- C. Hourly compensation rate
- D. Total equipment rental value

SECTION 8	EQUIPMENT RENTAL
------------------	-------------------------

Rental of construction equipment such as cement mixers, tractors, chain saws from a privately owned and managed leasing company is allowed when it is the most efficient and economical method to acquire the use of such items.

The following documentation must be submitted in support of equipment rental charges prior to reimbursement:

- A. Copy of the invoice showing the type of equipment, hours used on the project, and rate charged

If the rental exceeds \$7,500 (or if over \$7,500 has been paid to a single vendor during the construction of this project), the following additional documentation must also be submitted:

- 1. Copy of formal advertisement with invoice indicating dates run in newspaper.
- 2. Copy of the Bid Tabulation with the signature of person responsible for recording bids (if over \$7,500).
- 3. Copies of letters sent to the known suppliers soliciting their bids. If another method of soliciting bids from known suppliers is used, the sponsor must send an explanation of how, when, and from which known suppliers bids were solicited.
- 4. Copies of all bids received.

SECTION 9

REAL PROPERTY

The documentation in support of the purchase of real property (land and improvements to land) is discussed in part 2, Section 3.

SECTION 10

CONTRACT CONSTRUCTION

The procedures and requirements for bidding and awarding construction contracts are discussed, in detail, in Part 4. This section covers the documentation required by ADECA for the reimbursement of payments made to construction contractors.

The following documentation must be submitted to ADECA in support of reimbursement requests where the construction contract exceeds \$7,500.00:

- A. copy of formal advertisement, with invoice indicating dates run in the newspaper,
- B. copy of bid tabulation with signature of the person responsible for recording bids, and
- C. copies of all bids received.

If the construction bid exceeds \$10,000.00 the following additional information must be submitted to ADECA before contract award:

- A. copy of Certification of Non-segregated Facilities.
- B. copy of Contractors Compliance Statement.

The following documentation must be submitted to ADECA along with the first reimbursement is requested:

- A. copy of contractual agreement between the contractor and project sponsor;
- B. copy of contractors estimate or request for payment;
- C. copy of required payment and performance bonds;
- D. copies of any change orders (A change order cannot alter the contract scope or price by more than 10%.)

SECTION 11

INFORMATIONAL SIGNAGE

The costs associated with the purchase of information and directional signs, including permanent acknowledgment of LWCF/RTP assistance, is eligible for reimbursement. These signs must provide information related to the project, as opposed to signs used for publicity. Costs for other interpretive facilities such as display boards and exhibits for the explanation of items of interest at a recreational facility are also eligible for reimbursement. All these costs should appear in the project application or should be discussed with ADECA prior to submission of a reimbursement request.

The following documentation must be submitted to ADECA in support of a request for the reimbursement of expenditures associated with project signage:

- E. Copy of Purchase Order or Contract
- F. Copy of Invoice
- G. Copy of Receiving Report

Section 12

ADMINISTRATION AND ENGINEERING

Administration fees are allowable under the LWCF program but are not allowable under the RTP program. Under the LWCF program, administration, combined with engineering, cannot exceed 10% of the total project cost. Under the RTP program, engineering costs cannot exceed 10% of the total project cost.

SECTION 13

MISCELLANEOUS

The "miscellaneous" cost category is used only for expenditures that are clearly not appropriately classified in the previously mentioned categories. For example, premiums on hazard and liability insurance to cover property and personnel directly connected with the project may be properly charged to this category.

PART 6**BILLING PROCESS****SECTION 1****BILLING IN GENERAL**

Requests for reimbursement should be submitted as needed, but not more often than once per month. As a general rule, requests for reimbursement should not be less than ten percent (10%) of total project cost or \$4,000.00, whichever is larger. All sponsors should submit at least one reimbursement request every quarter (three months).

Reimbursement requests are to be numbered consecutively beginning with the number one (1). Billings will be designated as progress billings until such time as the project is ready to be closed and the final request is submitted, i.e., (1 Progress), (2 Progress)...(3 Final). The total reimbursement for the acquisition of real property is usually accomplished with one reimbursement request designated as "1 - Final."

Grant payments are made on a reimbursement basis by State of Alabama warrant after ADECA has reviewed and approved the billing documentation submitted by the project sponsor. A project billing must be based on actual expenditures incurred and paid or on the value of in-kind or donated services, materials, or supplies delivered and used to develop the park facilities.

Billing Forms:

The following forms should be completed and submitted with each reimbursement request. Failure to submit these forms may delay the reimbursement of eligible project costs.

In preparing reimbursement requests, costs should first be listed individually on the Tabulation of Reimbursable Costs Form (Page). All costs should then be summed and entered into the appropriate cell on the Billing Memorandum (Page). The cost documentation discussed above should accompany these forms for reimbursement.

Only one copy of the billing package is needed by ADECA for processing. The sponsor should retain original source documents in its project files. The project agreement between the state and the sponsor establishes a total project cost, a project scope and support ceiling for the project. Items not contained in the project agreement (scope) will not be eligible for reimbursement.

Billing Checklist

1.	Completed billing memorandum signed by the chief elected official.
2.	Tabulation for reimbursable Cost Form.
3.	Copy of invoice(s) for items listed on Tabulation form.
4.	Copy of cancelled check(s).
5.	Bid Tabulation (if applicable).
6.	Two (2) copies of the "as built" drawings with boundary markings.

SECTION 2 FINAL BILLING (CLOSEOUT OF THE GRANT)

The sponsor shall provide to the state, within 30 days after the date of project completion, all financial, performance, and other reports/maps required as a condition of the grant. The date of completion is the date when all work under a project is completed, or the ending date of LWCF/RTP assistance as specified on the project agreement, whichever comes first. If a time extension amendment is needed, sponsors must contact ADECA for approval thirty (30) days before the termination date.

The final billing will be adjusted, if necessary, for the following items:

- A. Income earned from the sale or lease of land, timber, structures, if not for intended recreational use. (See Part 7.)
- B. Any credits for materials, supplies or equipment on hand at the end of the project.
- C. The residual value of any equipment acquired with assistance provided by the Land and Water Conservation Fund program.

Final billings cannot be processed for reimbursement until the following requirements have been met:

- A. Sponsor has submitted 3 "as-built" site plans. Items which must be included on the as-built site plan are as follows:
 - 1. identification of the park boundary--preferably to scale
 - 2. names of adjacent streets or other natural or man-made landmarks
 - 3. all easements of record
 - 4. existing overhead wires in or immediately adjacent to the park
 - 5. location of acknowledgment sign
 - 6. facilities built with LWCF/RTP assistance
 - 7. facilities not built with LWCF/RTP assistance
(Facilities do not have to be "to scale" but must be legible).
 - 8. project name and number
 - 9. date "as built" prepared
 - 10. North arrow, and
 - 11. scale used for project boundary
 - 12. signature of sponsor's chief elected official.
- B. Final inspection of the site has been performed and the construction is approved by ADECA. This inspection is to verify that facilities are built within the scope of the project and that "as-built" site plans accurately reflect the property boundary area and the improvements located on the site.

- C. A field audit of the sponsor's financial records may be made by ADECA personnel to verify compliance with LWCF/RTP financial and administrative requirements.
- D. Signs acknowledging LWCF/RTP assistance must be in place. Also, equal opportunity posters must be visible at the recreation building and/or park.

The following "Notice of Limitation of Use" provision must be made a part of the public property record and a copy of the deed incorporating the provision must be on file at ADECA before the final billing will be processed and payment authorized. In order for this to be legally binding, a formal resolution of the sponsor is required. The resolution should authorize the recording of the amended deed.

The property identified in this deed has been acquired and/or developed with federal financial assistance provided by the National Park Service of the U. S. Department of the Interior in accordance with the Land and Water Conservation Fund Act of 1965, as amended, 16 U.S.C. 4601-5 et seq. (1970 ed.). Pursuant to a requirement of that law, this property may not be converted to other than public outdoor recreation uses (whether by transfer, sale, or in any other manner) without the express written approval of the Secretary of the Interior. By Law, the Secretary shall approve such conversion only if he finds it to be in accord with then existing Statewide Comprehensive Outdoor Recreation Plan and only upon such conditions as he deems necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location.

SECTION 3

AUDITS

Authorized representatives of the U.S. Department of Transportation, Office of Inspector General, and ADECA reserve the right to audit, examine, or inspect accounts, books, documents, and any other pertinent records involving operations and transactions relating to any LWCF/RTP projects. The sponsor shall maintain such materials for a period of three years following receipt of final payment or until a State/Federal audit has been satisfactorily completed. The material shall be maintained beyond the required three-year period if audit findings have not been resolved.

In the event that a final audit has not been conducted prior to the close-out of your project, the state retains the right to recover disallowed costs from the sponsor that may result from the final audit or other reasons.

In addition, one copy of each regular annual audit in which a LWCF/RTP assisted project is a component must be submitted to the ADECA Audit Section. Be sure to inform independent CPA's or Public Accountant's of this requirement and the ADECA Audit Policy requirements at the beginning of the audit process in order to avoid potential additional audit costs.

SECTION 4

RECORD RETENTION

Financial records, supporting documents, statistical records, and all other records pertinent to a LWCF/RTP project shall be retained by the project sponsor for a period of three years following project completion, or until a State/Federal audit has been performed and accepted.

- A. The records shall be retained beyond the three-year period if audit findings have not been resolved;
- B. Records for non-expendable property which was acquired with Federal grant funds shall be retained for three years after its final disposition. The retention period starts from the date of receipt of final grant payment.

PART 7	INCOME
---------------	---------------

SECTION 1	INCOME DURING PROJECT PERIOD
------------------	-------------------------------------

Certain income earned during the project period from sources other than the intended recreational use of land acquired or developed with LWCF/RTP assistance will be deducted from the total project costs for the purpose of determining the net cost on which the federal share of the costs will be based. In this instance, requests for payments must include identification of accrued amounts as credits to the project.

Examples of income that must be credited are:

- A. The sale or rental of structures.
- B. The sale of timber or extraction of minerals.
- C. The lease or rental of the land.

Any use of the area or removal of timber or structures must be consistent with the intended recreational use of the area. If such income is earned, project sponsors must contact ADECA for specific instructions for adjusting their total project cost.

SECTION 2	INCOME AFTER PROJECT PERIOD
------------------	------------------------------------

Income derived from the sale of improvements, structures and appurtenances acquired with LWCF/RTP assistance must be used to reduce the cost of other LWCF/RTP assisted projects or be applied to other recreation development in the community regardless of when the sale occurs. If the sponsor has no plans for further LWCF/RTP assisted facilities then the income must be used to further outdoor recreation development or acquisition at the site, at another LWCF/RTP assisted site, or at another outdoor recreation site operated by the project sponsor. In this case, a letter indicating the intended use of the funds shall be sent to ADECA for approval.

All other income following the project period may be disposed of at the sponsor's discretion. However, the sponsor is encouraged to use such income to further recreation objectives related to the facility when state and local laws allow.

PART 8	RESPONSIBILITIES FOLLOWING PROJECT COMPLETION
---------------	--

SECTION 1	RETENTION AND USE REGULATIONS
------------------	--------------------------------------

Any agency whose recreational facilities have been funded in part with LWCF/RTP funds (acquisition or development) have accepted the obligation to retain, operate, maintain, and use those facilities and areas according to state and federal requirements.

Rules and regulations are imposed on each area and facility for which assistance is obtained from the LWCF/RTP, regardless of the extent of participation of the Fund. Where assistance is provided for acquisition, the entire park or area involved, including existing development if present, is subject to the rules and regulations set forth in this section. Where development is funded, all land within the project boundary must be managed in accord with LWCF/RTP regulations.

Property which is acquired or developed with LWCF/RTP assistance must be retained and used for public outdoor recreation. No change in the purpose and use of these funded outdoor recreation areas can be made unless approved by the Secretary of the Department of the Interior. (See 36 CFR Parts 59 and 72)

Violations of retention and use requirements generally occur in the following four situations:

- A. Property interests are conveyed for non-public outdoor recreation uses.
- B. Non-outdoor recreation uses (public or private) are made of the project area, or a portion thereof.
- C. Non-eligible indoor recreation facilities are developed within a designated LWCF/RTP project boundary.
- D. Public outdoor recreation use of property acquired or developed with LWCF/RTP assistance is terminated.

Limitations may be imposed upon the type and extent of use of areas and facilities funded by the LWCF/RTP when such limitations may control the number of people using an area or facility, or an area or facility may be limited to one specific type of use which was set forth in the project agreement or amendments (i.e., nature trails for hikers only).

The LWCF/RTP assisted areas and facilities must be open to all persons, regardless of race, color, religion, sex, or national origin (Title VI, Civil Rights Act of 1964). Discrimination on the basis of residence, including preferential reservation or membership systems, is prohibited, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence.

The sponsor shall prominently display in a reasonable number of places, posters that advise the public of program availability and the requirement for non-discrimination. The poster shall also describe briefly the procedure for filing Title VI complaints and note the availability of Title VI information. Posters, entitled "Equal Opportunity is for Everyone.." may be obtained from ADECA.

Section 2 POST COMPLETION INSPECTIONS

All completed LWCF/RTP projects will be inspected by the State at least every five years. These post-completion inspections will allow the State to determine if projects are being retained and used for outdoor recreation in the manner set forth by the project agreement (and amendments, if any).

The following factors will be considered during the post-completion inspection:

- A. Retention and Use (used for purpose intended)
- B. Appearance
- C. Maintenance
- D. Management (program operation and fees)
- E. Availability (to entire public)
- F. Environment
- G. Signing (Use information and safety, Equal Opportunity, LWCF/RTP acknowledgment)

Failure to comply with state and federal regulations may be considered cause for ADECA to withhold payments on current projects until problems are corrected, or to withhold action on any pending projects.

Section 3 FUTURE DEVELOPMENT

Future development of a previously funded LWCF/RTP acquisition or development project site must also comply with LWCF/RTP regulations. ADECA will not monitor the expenditure of funds or contractual agreements for future development unless LWCF/RTP funds are used to finance a portion of that development.

However, ADECA will monitor LWCF/RTP program compliance and the quality of future development. Attention will be directed to the following areas:

- A. lighting
- B. burial of all utility lines
- C. design standards
- D. accessibility to handicapped
- E. energy efficiency
- F. program accessibility including fee structures

As requirements and standards are subject to change, sponsors should contact ADECA for details concerning specific requirements when future development, regardless of funding source, is being planned.

CONTRACTOR'S COMPLIANCE STATEMENT
(EXECUTIVE ORDER 11246)

DATE_____

This statement related to a proposed contract with _____
who expects to finance the contract with assistance from the National Park
Service. I am the undersigned bidder or prospective contractor. I
represent that --

I have _____ I have not _____ participated in a previous
contract or subcontract subject to Executive Order 11246 (regarding
equal employment opportunity) or a preceding similar Executive
Order.

Signature of Bidder or
Prospective Contractor

Company Name

Address

City & State
(Including Zip Code)

Telephone Number

CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or other entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed contractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

_____ Signature	_____ Date
_____ Name and Title of Signer (Please Type)	
_____ Company Name	
_____ Address	_____ City and State

NOTE:: The penalty for making false statements in offers is prescribed in
18 U.S.C. 1001.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE
ACTION TO ENSURE EQUAL EMPLOYMENT
OPPORTUNITY (EXECUTIVE ORDER 11246)

- A. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the Standard Federal Equal Opportunity Construction Contract Specifications" set forth herein.
- B. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

APPENDIX A

The following goals and timetables for female utilization shall be included in all Federal and federally assisted construction contracts and subcontracts in excess of \$10,000. The goals are applicable to the contractor's aggregate on-site construction workforce whether or not part of that workforce is performing work on a Federal or federally assisted construction contract or subcontract.

Goals for Women apply nationwide.

Goals and Timetables

Timetable	Goals* (percent)
From April 1, 1978, until March 31, 1979...	3.1
From April 1, 1979, until March 31, 1980...	5.1
From April 1, 1980, until March 31, 1986...	6.9

Appendix B

Until further notice, the following goals and timetable for minority utilization shall be included in all federal or federally-assisted construction workforce whether or not part of that workforce is performing on a Federal or federally-assisted construction contract or subcontract.

Goals and Timetables

Trade Percent

(Insert applicable trade and goal percent from listing on page 52)

*Corrected at 43 CFR 19473, May 5, 1978

GOALS AND TIMETABLES

ECONOMIC AREAS

(Percent)

047 Mobile, AL

SMSA counties:

5160 Mobile, AL 25.9

Baldwin, Mobile

Non-SMSA counties:

26.4

Choctaw, Clarke, Conecuh, Escambia

Monroe, Washington, Wilcox

048 Montgomery, AL

SMSA counties:

5240 Montgomery, AL 29.9

Autauga, Elmore, Montgomery

Non-SMSA counties:

Barbour, Bullock, Butler, Coffee, Coosa, Covington

Crenshaw, Dale, Dallas, Geneva, Henry, Houston,

Lowndes, Macon, Perry, Pike, Tallapoosa

049 Birmingham, AL

SMSA counties:

0450 Anniston, AL 14.3

Calhoun

1000 Birmingham, AL 24.9

Jefferson, St. Clair, Shelby, Walker, Etowah

8600 Tuscaloosa, AL 20.6

Tuscaloosa

Non-SMSA counties:

20.7

Bibb, Blount, Cherokee, Chilton, Clay, Cleburne

Cullman, Fayette, Greene, Hale, Lamar, Marion,

Pickens, Randolph, Sumter, Talladega, Winston

050 Huntsville - Florence, AL

SMSA counties:

2650 Florence, AL 11.9

Colbert, Lauderdale

3440 Huntsville, AL 12.0

Limestone, Madison, Marshall

Non-SMSA counties:

11.2

Franklin, Lawrence, Morgan

051 Chattanooga, TN

Non-SMSA counties:

8.6

DeKalb, Jackson

29.6

Taken from Federal Register - Vol. 45 No. 194 - Friday, October 3, 1980.

Executive Order No. 11246

September 28, 1965, 30 F.R. 12319

EQUAL EMPLOYMENT OPPORTUNITY

Under and by virtue of the authority vested in me as President of the United States by the Constitution and statutes of the United States, it is ordered as follows:

PART I--NONDISCRIMINATION IN GOVERNMENT EMPLOYMENT

Section 101. It is the policy of the Government of the United States to provide equal opportunity in Federal employment for all qualified persons, to prohibit discrimination in employment because of race, creed, color, or national origin, and to promote the full realization of equal employment opportunity through a positive, continuing program in each executive department and agency. The policy of equal opportunity applies to every aspect of Federal employment policy and practice.

Sec. 102. The head of each executive department and agency shall establish and maintain a positive program of equal employment opportunity for all civilian employees and applicants for employment within his jurisdiction in accordance with the policy set forth in Section 101.

Sec. 103. The Civil Service Commission shall supervise and provide leadership and guidance in the conduct of equal employment opportunity programs for the civilian employees of and applications for employment within the executive departments and agencies and shall review agency program accomplishments periodically. In order to facilitate the achievement of a model program for equal employment opportunity in the Federal service, the Commission may consult from time to time with such individuals, groups, or organizations as may be of assistance in improving the Federal program and realizing the objectives of this Part,

Sec. 104. The Civil Service Commission shall provide for the prompt, fair, and impartial consideration of all complaints of discrimination in Federal employment on the basis of race, creed, color, or national origin. Procedures for the consideration of complaints shall include at least one impartial review within the executive department or agency and shall provide for appeal to the Civil Service Commission.

Sec. 105. The Civil Service Commission shall issue such regulations, orders, and instructions as it deems necessary and appropriate to carry out its responsibilities under this Part, and the head of each executive department and agency shall comply with the regulations, orders, and instructions issued by the Commission under this Part.

PART II--NONDISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS

SUBPART A--DUTIES OF THE SECRETARY OF LABOR

Sec. 201. The Secretary of Labor shall be responsible for the administration of Parts II and III of this Order and shall adopt such rules and regulations and issue such orders as he deems necessary and appropriate to achieve the purposes thereof.

SUBPART B--CONTRACTORS' AGREEMENTS

Sec. 202. Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions: "During the performance of this contract, the contractor agrees as follows:

"(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

"(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

"(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

"(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as

provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"(7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor by request the United States to enter into such litigation to protect the interests of the United States."

Sec. 203. (a) Each contractor having a contract containing the provisions prescribed in Section 202 shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.

(b) Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.

(c) Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the contracting agency as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.

(d) The contracting agency or the Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, creed, or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this Order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the Order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the contracting agency or the Secretary of Labor may require.

Sec. 204. The Secretary of Labor may, when he deems that special circumstances in the national interest so require, exempt a contracting agency from the requirement of including any or all of the provisions of Section 202 of this Order in any specific contract, subcontract, or purchase order. The Secretary of Labor may, by rule or regulation, also exempt certain classes of contracts, subcontracts, or purchase orders (1) whenever work is to be or has been performed outside the United States and no recruitment of workers within the limits of the United States is involved; (2) for standard commercial supplies or raw materials; (3) involving less than specified amounts of money or specified numbers of workers; or (4) to the extent that they involve subcontracts below a specified tier. The Secretary of Labor may also provide, by rule, regulation, or order, for the exemption of facilities of a contractor which are in all respects separate and distinct from activities of the contractor related to the performance of the contract: Provided, That such an exemption will not interfere with or impede the effectuation of the purposes of this Order: And provided further, That in the absence of such an exemption all facilities shall be covered by the provisions of this Order.

SUBPART C--POWERS AND DUTIES OF THE SECRETARY OF LABOR AND THE CONTRACTING AGENCIES

Sec. 205. Each contracting agency shall be primarily responsible for obtaining compliance with the rules, regulations, and orders of the Secretary of Labor with respect to contracts entered into by such agency or its contractors. All contracting agencies shall comply with the rules of the Secretary of Labor in discharging their primary responsibility for securing compliance with the provisions of contracts and otherwise with the terms of this Order and of the rules, regulations, and orders of the Secretary of Labor issued pursuant to this Order. They are directed to cooperate with the Secretary of Labor and to furnish the Secretary of Labor such information and assistance as he may require in the performance of his functions under this Order. They are further directed to appoint or designate, from among the agency's personnel, compliance officers. It shall be the duty of such officers to seek compliance with the objectives of this Order by conference, conciliation, mediation, or persuasion.

Sec. 206. (a) The Secretary of Labor may investigate the employment practices of any Government contractor or subcontractor, or initiate such investigation by the appropriate contracting agency, to determine whether or not the contractual provisions specified in Section 202 of this Order have been violated. Such investigation shall be conducted in accordance with the procedures established by the Secretary of Labor and the investigating agency shall report to the Secretary of Labor any action taken or recommended.

(b) The Secretary of Labor may receive and investigate or cause to be investigated complaints by employees or prospective employees of a Government contractor or subcontractor which allege discrimination contrary to the contractual provisions specified in Section 202 of this Order. If this investigation is conducted for the Secretary of Labor by a contracting agency, that agency shall report to the Secretary what action has been taken or is recommended with regard to such complaints.

Sec. 207. The Secretary of Labor shall use his best efforts, directly and through contracting agencies, other interested Federal, State, and local agencies, contractors, and all other available instrumentalities to cause any labor union engaged in work under Government contracts or any agency referring workers or providing or supervising apprenticeship or training for or in the

course of such work to cooperate in the implementation of the purposes of this Order. The Secretary of Labor shall, in appropriate cases, notify the Equal Employment Opportunity Commission, the Department of Justice, or other appropriate Federal agencies whenever it has reason to believe that the practices of any such labor organization or agency violate Title VI or Title VII of the Civil Rights Act of 1964 or other provision of Federal law.

Sec. 208. (a) The Secretary of Labor, or any agency, officer, or employee in the executive branch of the Government designated by rule, regulation, or order of the Secretary, may hold such hearings, public or private, as the Secretary may deem advisable for compliance, enforcement, or educational purposes.

(b) The Secretary of Labor may hold, or cause to be held, hearings in accordance with Subsection (a) of this Section prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. No order for debarment of any contractor from further Government contracts under Section 209(a) (6) shall be made without affording the contractor an opportunity for a hearing.

SUBPART D--SANCTIONS AND PENALTIES

Sec. 209. (a) In accordance with such rules, regulations, or orders as the Secretary of Labor may issue or adopt, the Secretary or the appropriate contracting agency may:

(1) Publish, or cause to be published, the names of contractors or unions which it has concluded have complied or have failed to comply with the provisions of this Order or of the rules, regulations, and orders of the Secretary of Labor.

(2) Recommend to the Department of Justice that, in cases in which there is substantial or material violation or the threat of substantial or material violation of the contractual provisions set forth in Section 202 of this Order, appropriate proceedings be brought to enforce those provisions, including the enjoining, within the limitations of applicable law, of organizations, individuals, or groups who prevent directly or indirectly, or seek to prevent directly or indirectly, compliance with the provisions of this Order.

(3) Recommend to the Equal Employment Opportunity Commission or the Department of Justice that appropriate proceedings be instituted under Title VII of the Civil Rights Act of 1964.

(4) Recommend to the Department of Justice that criminal proceedings be brought for the furnishing of false information to any contracting agency or to the Secretary of Labor as the case may be.

(5) Cancel, terminate, suspend, or cause to be cancelled, terminated, or suspended, any contract, or any portion or portions thereof, for failure of the contractor or subcontractor to comply with the nondiscrimination provisions of the contract. Contracts may be cancelled, terminated, or suspended absolutely or continuance of contracts may be conditioned upon a program for future compliance approved by the contracting agency.

(6) Provide that any contracting agency shall refrain from entering into further contracts, or extensions or other modifications of existing contracts, with any noncomplying contractor, until such contractor has satisfied the Secretary of Labor that such contractor has established and will carry out personnel and employment policies in compliance with the provisions of this Order.

(b) Under rules and regulations prescribed by the Secretary of Labor, each contracting agency shall make reasonable efforts within a reasonable time limitation to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation, and

persuasion before proceedings shall be instituted under Subsection (a) (2) of this Section, or before a contract shall be cancelled or terminated in whole or in part under Subsection (a) (5) of this Section for failure of a contractor or subcontractor to comply with the contract provisions of this Order.

Sec. 210. Any contracting agency taking any action authorized by this Subpart, whether on its own motion, or as directed by the Secretary of Labor, or under the rules and regulations of the Secretary, shall promptly notify the Secretary of such action. Whenever the Secretary of Labor makes a determination under this Section, he shall promptly notify the appropriate contracting agency of the action recommended. The agency shall take such action and shall report the results thereof to the Secretary of Labor within such time as the Secretary shall specify.

Sec. 211. If the Secretary shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless the bidder or prospective contractor has satisfactorily complied with the provisions of this Order or submits a program for compliance acceptable to the Secretary of Labor or, if the Secretary so authorizes, to the contracting agency.

Sec. 212. Whenever a contracting agency cancels or terminates a contract, or whenever a contractor has been debarred from further Government contracts, under Section 209 (a) (6) because of noncompliance with the contract provisions with regard to nondiscrimination, the Secretary of Labor, or the contracting agency involved, shall promptly notify the Comptroller General of the United States. Any such debarment may be rescinded by the Secretary of Labor or by the contracting agency which imposed the sanction.

SUBPART F--CERTIFICATES OF MERIT

Sec. 213. The Secretary of Labor may provide for issuance of a United States Government Certificate of Merit to employers or labor unions, or other agencies which are or may hereafter be engaged in work under Government contracts, if the Secretary is satisfied that the personnel and employment practices of the employer, or that the personnel, training, apprenticeship, membership, grievance and representation, upgrading, and other practices and policies of the labor union or other agency conform to the purposes and provisions of this Order.

Sec. 214. Any Certificate of Merit may at any time be suspended or revoked by the Secretary of Labor if the holder thereof, in the judgment of the Secretary, has failed to comply with the provisions of this Order.

Sec. 215. The Secretary of Labor may provide for the exemption of any employer, labor union, or other agency from any reporting requirements imposed under or pursuant to this Order if such employer, labor union, or other agency has been awarded a Certificate of Merit which has not been suspended or revoked.

PART III---NONDISCRIMINATION PROVISIONS IN FEDERALLY ASSISTED CONSTRUCTION CONTRACTS

Sec. 301. Each executive department and agency which administers a program involving Federal financial assistance shall require as a condition for the approval of any grant, contract, loan, insurance, or guarantee thereunder, which may involve a construction contract, that the applicant for Federal assistance undertake and agree to incorporate, or cause to be incorporated, into all construction contracts paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to such grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the provisions prescribed for Government contracts by Section 202 of this Order or such modification thereof, preserving in substance the contractor's obligations thereunder, as may be approved by the Secretary of Labor, together with such additional provisions as the Secretary deems appropriate to establish and protect the interest of the United States in the enforcement of those obligations. Each such applicant shall also undertake and agree (1) to assist and cooperate actively with the administering department or agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with those contract provisions and with the rules, regulations, and relevant orders of the Secretary, (2) to obtain and to furnish to the administering department or agency and to the Secretary of Labor such information as they may require for the supervision of such compliance, (3) to carry out sanctions and penalties for violation of such obligations imposed upon contractors and subcontractors by the Secretary of Labor or the administering department or agency pursuant to Part II, Subpart D, of this Order, and (4) to refrain from entering into any contract subject to this Order, or extension or other modification of such a contract with a contractor debarred from Government contracts under Part II, Subpart D, of this Order.

Sec. 302. (a) "Construction contract" as used in this Order means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.

(b) The provisions of Part II of this Order shall apply to such construction contracts, and for purposes of such application the administering department or agency shall be considered the contracting agency referred to therein.

(c) The term "applicant" as used in this Order means an applicant for Federal assistance or, as determined by agency regulation, other program participant, with respect to whom an application for any grant, contract, loan, insurance, or guarantee is not finally acted upon prior to the effective date of this Part, and it includes such an applicant after he becomes a recipient of such Federal assistance.

Sec. 303. (a) Each administering department and agency shall be responsible for obtaining the compliance of such applicants with their undertakings under this Order. Each administering department and agency is directed to cooperate with the Secretary of Labor, and to furnish the Secretary such information and assistance as he may require in the performance of his functions under this Order.

(b) In the event an applicant fails and refuses to comply with his undertakings, the administering department or agency may take any or all of the following actions:

- (1) cancel, terminate, or suspend in whole or in part the agreement, contract, or other arrangement with such applicant with respect to which the failure and refusal occurred;
- (2) refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such applicant; and

(3) refer the case to the Department of Justice for appropriate legal proceedings.

(c) Any action with respect to an applicant pursuant to Subsection (b) shall be taken in conformity with Section 602 of the Civil Rights Act of 1964 (and the regulations of the administering department or agency issued thereunder), to the extent applicable. In no case shall action be taken with respect to an applicant pursuant to Clause (1) or (2) of Subsection (b) without notice and opportunity for hearing before the administering department or agency.

Sec. 304. Any executive department or agency which imposes by rule, regulation, or order requirements of nondiscrimination in employment, other than requirements imposed pursuant to this Order, may delegate to the Secretary of Labor by agreement such responsibilities with respect to compliance standards, reports, and procedures as would tend to bring the administration of such requirements into conformity with the administration of requirements imposed under this Order: Provided, That actions to effect compliance by recipients of Federal financial assistance with requirements imposed pursuant to Title VI of the Civil Rights Act of 1964 shall be taken in conformity with the procedures and limitations prescribed in Section 602 thereof and the regulations of the administering department or agency issued thereunder.

PART IV--MISCELLANEOUS

Sec. 401. The Secretary of Labor may delegate to any officer, agency, or employee in the Executive branch of the Government, any function or duty of the Secretary under Parts II and III of this Order, except authority to promulgate rules and regulations of a general nature.

Sec. 402. The Secretary of Labor shall provide administrative support for the execution of the program known as the "Plans for Progress."

Sec. 403. (a) Executive Orders Nos. 10590 (January 19, 1955), 10722 (August 5, 1957), 10925 (March 6, 1961), 11114 (June 22, 1963), and 11162 (July 28, 1964), are hereby superseded and the President's Committee on Equal Employment Opportunity established by Executive Order No. 10925 is hereby abolished. All records and property in the custody of the Committee shall be transferred to the Civil Service Commission and the Secretary of Labor, as appropriate.

(b) Nothing in this Order shall be deemed to relieve any person of any obligation assumed or imposed under or pursuant to any Executive Order superseded by this Order. All rules, regulations, orders, instructions, designations, and other directives issued by the President's Committee on Equal Employment Opportunity and those issued by the heads of various departments or agencies under or pursuant to any of the Executive orders superseded by this Order, shall, to the extent that they are not inconsistent with this Order, remain in full force and effect unless and until revoked or superseded by appropriate authority. References in such directives to provisions of the superseded orders shall be deemed to be references to the comparable provisions of this Order.

Sec. 404. The General Services Administration shall take appropriate action to revise the standard Government contract forms to accord with the provisions of this Order and of the rules and regulations of the Secretary of Labor.

Sec. 405. This Order shall become effective thirty days after the date of this Order.

LYNDON B. JOHNSON, THE WHITE HOUSE, September 24, 1965

Attachment V**Sec. 4212. - Veterans' employment emphasis under Federal contracts****Title 38 U.S.C. Part III, Chapter 42, Sec. 4212****Sec. 4212**

(a)

Any contract in the amount of \$25,000 or more entered into by any department or agency for the procurement of personal property and non-personal services (including construction) for the United States, shall contain a provision requiring that the party contracting with the United States shall take affirmative action to employ and advance in employment qualified special disabled veterans, veterans of the Vietnam era, recently separated veterans, and any other veterans who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized. The provisions of this section shall apply to any subcontract entered into by a prime contractor in carrying out any contract for the procurement of personal property and non-personal services (including construction) for the United States. In addition to requiring affirmative action to employ such veterans under such contracts and subcontracts and in order to promote the implementation of such requirement, the President shall implement the provisions of this section by promulgating regulations which shall require that

(1)

each such contractor undertake in such contract to list immediately with the appropriate local employment service office all of its employment openings except that the contractor may exclude openings for executive and top management positions, positions which are to be filled from within the contractor's organization, and positions lasting three days or less, and

(2)

each such local office shall give such veterans priority in referral to such employment openings.

(b)

If any veteran covered by the first sentence of subsection (a) believes any contractor of the United States has failed to comply or refuses to comply with the provisions of the contractor's contract relating to the employment of veterans, the veteran may file a complaint with the Secretary of Labor, who shall promptly investigate such complaint and take appropriate action in accordance with the terms of the contract and applicable laws and regulations.

(c)

The Secretary of Labor shall include as part of the annual report required by section [4107](#)(c) of this title the number of complaints filed pursuant to subsection (b) of this section, the actions taken thereon and the resolutions thereof. Such report shall also include the number of contractors listing suitable employment openings, the nature, types, and number of positions listed and the number of veterans receiving priority pursuant to subsection (a)(2) of this section.

(d)

(1)

Each contractor to whom subsection (a) of this section applies shall, in accordance with regulations that the Secretary of Labor shall prescribe, report at least annually to the Secretary of Labor on –

(A)

the number of employees in the work force of such contractor, by job category and hiring location, who are special disabled veterans, veterans of the Vietnam era, recently separated veterans, or other veterans who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized;

(B)

the total number of new employees hired by the contractor during the period covered by the report and the number of such employees who are special disabled veterans, veterans of the Vietnam era, recently separated veterans, or other veterans who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized; and

(C)

the maximum number and the minimum number of employees of such contractor during the period covered by the report.

(2)

The Secretary of Labor shall ensure that the administration of the reporting requirement under paragraph (1) of this subsection is coordinated with respect to any requirement for the contractor to make any other report to the Secretary of Labor